

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/377

**TITLE: Mid Coast Council Backflow and other agreed Projects  
Enterprise Agreement**

**I.R.C. NO:** IRC5/3880

**DATE APPROVED/COMMENCEMENT:** 10 August 2005 / 1 July 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/330.

**GAZETTAL REFERENCE:** 6 January 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 58

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Mid Coast County Council located at 26 Muldoon Street, Taree NSW 2430, who are engaged in the installation of backflow preventers and other agreed projects that may be funded from to time to time that are not part of normal budgeted maintenance or construction work, who fall within the coverage of the Mid Coast County Council Enterprise Award 2001.

**PARTIES:** Mid Coast County Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

**PART A**

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## Part A

### 2. STATEMENT OF INTENT

The parties to the award are committed to co-operating positively to increase the structural efficiency of Mid Coast County Council and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- establish skill-related career paths;
- establish rates of pay and conditions that are fair & equitable; and
- work reasonable hours;
- eliminate impediments to multi-skilling;
- broaden the range of tasks which a worker may be required to perform;
- achieve greater flexibility in workplace practices; and
- eliminate discrimination.
- Ensure flexibility to work and family responsibilities.
- Ensure the delivery of quality services to the community and continuous improvement.

### 3. ANTI-DISCRIMINATION

- i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the NSW *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity and age.
- ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- iii) Under the NSW *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- iv) Nothing in this clause is to be taken to affect:
  - a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - b) offering or providing junior rates of pay to persons under 21 years of age;
  - c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the NSW *Anti-Discrimination Act 1977*;
  - d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

- v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the NSW *Anti-discrimination Act 1977* provides:
- “Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

## 4. DEFINITIONS

- (i) (a) Council means the Mid Coast County Council.
- (b) General Manager shall mean a person appointed in accordance with section 334 of the Local Government Act, 1993 to discharge the duties and responsibilities of the office of General Manager as set out in section 335 of the Local Government Act, 1993 and such other duties that council may delegate to the General Manager. When carrying out these duties, the General Manager is acting on behalf of council.
- (ii) Association means the Local Government Association of New South Wales and / or the Shires Association of New South Wales.
- (iii) Union means either the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU), Electrical Trades Union of Australia NSW Branch (ETU), Australian Services Union of New South Wales (ASU) and Local Government Engineers Association (LGEA).
- (iv) Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following allowances where they are regularly received:
- disability allowances
  - tool allowances;
  - on call allowance;
  - First Aid Allowance

The following allowances shall be excluded from the composition of ordinary pay

- overtime payments;
  - travelling allowances;
  - sewer chokes allowance;
  - meal allowances.
- (v) Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- (vi) A salary system determines how employees are paid. Council's salary system complements the entry level rates of pay and skill descriptors in the award by identifying salary points that are over and above the entry level rates of pay.

Progression through the salary system shall be based upon the acquisition and use of skills, provided that where skills based progression is not reasonably available employees shall have access to performance based salary progression. Employees shall be assessed at least annually or when they are required to use skills that would entitle them to progress in the salary system.

- (vii) Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- (viii) Superannuation contributions means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the Superannuation Guarantee (Administration) Act 1992 (Cth), and any additional superannuation contributions made by way of salary sacrifice.
- (ix) Complying superannuation fund has the same meaning as in the Superannuation Industry (Supervision) Act 1993 (Cth).

## 5. SKILL DESCRIPTORS

The Award structure consists of skill based bands and levels that are defined according to the following skill descriptors.

### (i) Operational Band, Level 1

**Authority and accountability:** Completion of basic tasks with work closely monitored by the team leader or supervisor.

**Judgement and problem solving:** Judgement is limited and co-ordinated by other workers.

**Specialist knowledge and skills:** Specialist knowledge and skills are obtained through on-the-job training and council-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

**Management skills:** Not required.

**Interpersonal skills:** Limited to communications with other staff and possibly, with the public.

**Qualifications and experience:** Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work / skills experience is desirable.

### (ii) Operational Band, Level 2

**Authority and accountability:** Responsible for completion of basic tasks with individual guidance or in a team.

**Judgement and problem solving:** Applies standard procedures with normally few if any options in the application of skills.

**Specialist knowledge and skills:** Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

**Management skills:** Not required.

**Interpersonal skills:** Frequent communication with other staff and/or the public common but normally at a routine level.

**Qualifications and experience:** Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

(iii) **Operational Band, Level 3**

**Authority and accountability:** Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

**Judgement and problem solving:** Judgement is required to follow predetermined procedures where a choice between more than two options is present.

**Specialist knowledge and skills:** Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

**Management skills:** Some guidance/supervision may be required. May assist a co-ordinator / trainer with on-the-job training.

**Interpersonal skills:** Skills required for exchange of information on straightforward matters.

**Qualifications and experience:** Suitable experience or qualifications in a number of defined skill areas.

(iv) **Operational Band, Level 4**

**Authority and accountability:** Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

**Judgement and problem solving:** Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

**Specialist knowledge and skills:** The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

**Management skills:** Supervisory skills in the communication of instructions, training and the checking of work may be required.

**Interpersonal skills:** Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

**Qualifications and Experience:** Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

(v) **Administrative/Technical/Trades Band, Level 1**

**Authority and accountability:** Responsible for the completion of work requiring the application of trades, administrative or technical skills.

**Judgement and problem solving:** Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

**Specialist knowledge and skills:** Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

**Management skills:** Positions may require skills in the supervision or co-ordination of small groups.

**Interpersonal skills:** Communication skills to explain situations or advise others.

**Qualifications and experience:** Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

(vi) **Administrative / Technical / Trades Band, Level 2**

**Authority and accountability:** Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical / administrative skills.

**Judgement and problem solving:** Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

**Specialist knowledge and skills:** Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

**Management skills:** May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

**Interpersonal skills:** In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

**Qualifications and experience:** Thorough working knowledge and experience of all work procedures for the application of technical / trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

(vii) **Administrative / Technical / Trades Band, Level 3**

**Authority and accountability:** May be responsible to provide a specialised / technical service and to complete work which has some elements of complexity. Make recommendations within council and represent council to the public or other organisations.

**Judgement and problem solving:** Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

**Specialist knowledge and skills:** Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.



**Management skills:** May supervise groups of operational and/or other administrative/trades/technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

**Interpersonal skills:** Skills to communicate with subordinate staff and the public and/or negotiation/persuasive skills to resolve disputes with staff or the public.

**Qualifications and experience:** An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

#### **(viii) Professional/Specialist Band, Level 1**

**Authority and accountability:** Provides specialised/technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

**Judgement and problem solving:** Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations.

Precedent is available from sources within the council, and assistance is usually available from other professional / specialist staff in the work area.

**Specialist knowledge and skills:** Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

**Management skills:** Positions at this entry level to the Professional/Specialist Band are not required to possess management skills.

**Interpersonal skills:** Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

**Qualifications and experience:** Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

#### **(ix) Professional/Specialist Band, Level 2**

**Authority and accountability:** Provides a specialised/technical service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

**Judgement and problem solving:** Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and / or determine progress.

**Specialist knowledge and skills:** Experience in the application of technical concepts and practices requiring additional training is required at this level.

**Management skills:** May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

**Interpersonal skills:** Interpersonal skills in leading and motivating staff in different teams / locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

**Qualifications and experience:** Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

**(x) Professional/Specialist Band, Level 3**

**Authority and accountability:** Provides a professional advisory role to people within or outside council. Such advice may commit the council and have significant impact upon external parties dealing with council. The position may manage several major projects or sections within a department of the council.

**Judgement and problem solving:** Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

**Specialist knowledge and skills:** The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

**Management skills:** May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

**Interpersonal skills:** Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside council and to liaise with external bodies.

**Qualifications and experience:** Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

**(xi) Professional / Specialist Band, Level 4**

**Authority and accountability:** Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to council on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

**Judgement and problem solving:** Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management.

At this level, the position may represent senior management or council in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

**Specialist knowledge and skills:** Positions require knowledge and skills for the direction and control of a key function of council or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

**Management skills:** Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

**Interpersonal skills:** Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

**Qualifications and experience:** Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

## **(xii) Executive Band**

**Authority and accountability:** Accountable for the direction and control of council or a department or the like. Influence and commit council or a department or the like to long-term strategic directions. Lead policy development and implementation.

**Judgement and problem solving:** Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

**Specialist knowledge and skills:** The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to council.

**Management skills:** Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of council or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the council's clients.

**Interpersonal skills:** Positions use persuasive skills with external parties on major items of critical importance to council. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the council.

**Qualifications and experience:** Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

## **6. RATES OF PAY**

The rates of pay are set out in Tables 1 of Part B of this Award.

The rates of pay are established for positions with skill descriptors as defined in clause 5, skill descriptors of this Award.

Council shall introduce a salary system to complement the skills-based structure and rates of pay of the award.

The current weekly rate of pay of an employee for the purposes of the Workers Compensation Act, 1987 shall be the rate paid to the employee under the salary system.

## **7. PAYMENT OF EMPLOYEES**

- (i) Council shall pay by the fortnight. Any other period shall be by agreement between council and the employees affected.
- (ii) Council shall pay by direct crediting and at commencement of business on Thursday. Where council pays by cheque or direct credit, all charges ancillary to such payments shall be met by council.
- (iii) Employees shall not suffer any reduction in their ordinary pay where they are prevented from attending work due to bushfire or other climatic circumstances beyond their control.
- (iv) The council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.

## **8. SALARY SACRIFICE**

- (i) Council and an employee may agree to sacrifice a portion of the pre-tax ordinary pay as prescribed by the award to the value of the benefits as identified in subclause (ii) of this clause. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed are:
  - motor vehicles, supplied by council under a leaseback arrangement
  - child care
  - additional superannuation
- (iii) The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable. The amount that may be salary sacrificed in cases where council supplies vehicles under a leaseback arrangement, is the amount the leaseback rate is in excess of the employee's contribution from after tax salary necessary to negate the fringe benefit liability.
- (iv) The benefits to be salary sacrificed and their value shall be in writing and signed by both council and the employee.
- (v) Except as otherwise agreed, the employee may request in writing to change the benefits to be salary sacrificed once per year and the council shall not unreasonably refuse the request.
- (vi) An amount equal to the difference between the employee's ordinary pay as prescribed by the award and the value of the benefits received by the employee shall be paid by the council to the employee.
- (vii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (viii) An employee may elect to receive an in-house benefit in the form of a reduction in water account at the ATO approved rate (which will be adjusted from time to time in line with the Australian Taxation Office adjustments) in lieu of receiving the equivalent amount in wages under this Award.
- (ix) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws. The council has the right to vary and/or withdraw from

offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.

- (x) The value of a salary sacrifice benefit and applicable fringe benefit tax shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (xi) The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- (xii) Nothing in this clause shall affect the right of an employer to maintain or enter into more beneficial arrangements with respect to salary sacrifice for employees.

**9. SUPERANNUATION FUND CONTRIBUTIONS**

Subject to the provisions of the Industrial Relations Act 1996, a Council shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other Superannuation Fund.

**10. DISABILITY ALLOWANCES**

- (i) Raw Sewerage Allowance - employees shall be paid at the rate set out in Table 2 of Part B of this award when engaged in work where the employee is likely to come into contact with raw sewerage or by products prior to final disinfection. This will involve working on a 'live' sewerage system or close contact clearing of obnoxious materials from the system that would normally require the use of protective clothing.
- (ii) All other disability allowances enjoyed by the employees formerly governed by the North Power Award 1997 and the Local Government (Electrician) State Award 1995 have been incorporated into the employee's rate of pay.

**11. EXPENSES AND ALLOWANCES**

- (i) (a) Sewerage Treatment Works - Employees required during their ordinary hours of work to enter digestion tanks at sewerage treatment works for the purpose of cleaning tanks, **or who are required to clean wet wells at sewer pump stations**, shall be paid at the rate of double ordinary rates for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and other penalty.
- (ii) (a) Employee Providing Tools - Where the employee and the council agree that the employee shall supply their own tools, a tool allowance shall be paid as follows:-

	PER WEEK \$
Electrical Trades	Table 2 of Part B

(b) Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.

(c) Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.

(d) Compensation of Tools - The council shall reimburse the employee to a maximum per annum as set out in Table 2 of Part B for loss of tools by breaking and entering whilst securely stored at the employer's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness.

Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

(e) Provided for the purposes of this clause :-

(1) Only tools used by the employee in the course of their employment shall be covered by this clause;

(2) The employee shall, if requested to do so, furnish the employer with a list of tools so used;

(3) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;

(4) The employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

(iii) Telephone -

(a) Where it is agreed, Council will reimburse annual rental and any work related outward calls to employees who require to be contacted and do not have a mobile phone provided and if they do have such a mobile phone, are in an area where there is no network coverage.

(b) Where an employee is on-call and required to dial in to access the network to check the status of the system shall be paid a dial up allowance of an amount set out in Table 2 of Part B of this Award.

(iv) Expenses - All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the council in accordance with Council's policy and where practicable shall be included in the next pay period. This policy may be reviewed from time to time by agreement with the employees and their Unions. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the council and the employee. Travelling arrangements shall be agreed between council and the employee.

(v) Employees who by agreement use a privately-owned motor vehicle in the course of or in connection with their employment shall be paid for such casual use in line with the Australian Taxation Office amount as notified from time to time.

## **12. USE OF SKILLS**

(i) The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.

(ii) The Council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.

(iii) An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.

(iv)(a) The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by council to be used as an adjunct to the employee's normal duties.

(b) Use of such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

### **a) Payment for Relief Duties/Work**

(i) An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills/experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.

(ii) Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position.

(iii) An Award employee who is required to relieve in a senior staff position, so designated under the Local Government Act, 1993, shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

### **b) Higher Pay - Periods of Leave**

Where an award holiday or group of award holidays occurs during a period when an employee is entitled to payment for higher paid work, such higher payment shall also apply to such holiday or group holidays provided that the employee is required to work in the higher paid classification on the ordinary working days or ordinary rostered shifts which occur both immediately before and after such holiday or group of holidays.

### **c) Higher Pay - Periods of Leave**

Where an employee is on paid sick leave, annual leave, a period of workers compensation for which accident pay is applicable, or bereavement leave during a period when an employee is entitled to payment for higher paid work, the employee shall not be entitled to payment for higher paid work for

such periods of leave unless the period of higher paid work has endured for at least three calendar months immediately prior to the period of leave commencing.

Provided that the period of three calendar months shall be deemed not to have been interrupted where, during the period of such higher paid work, the employee has been: -

- i) absent on such paid leave, or
- ii) has been engaged on his usual work or other lower paid work for not more than an aggregate of five ordinary working days or shifts, or
- iii) has been engaged on other higher paid work.

Provided further that payment for higher paid work shall not apply to periods of long service leave.

**d) Higher Paid Work - Periods of Training**

The provisions of this clause shall not apply to employees who perform the whole or part of higher paid work for the purpose of training.

Provided that such training be in concert with at least one other employee occupying a classification equal to, or greater than such higher paid work.

Provided further that such training in the particular higher paid work does not exceed in the aggregate a period of three calendar months.

**e) Acting in Higher Paid Positions**

Where a permanent higher paid position has been occupied by an employee on an acting basis for three calendar months, the employer shall cause the position to be determined or otherwise advertised and filled.

Provided that the requirement of this sub-clause shall not apply in respect of temporary or casual positions nor a position held and usually occupied by an employee who is absent on long service leave, sick leave, a period of workers compensation for which accident pay is applicable, or for any other absence approved by the employer.

**f) Higher Paid Work - Conditions**

An employee directed to perform the work of a higher paid classification shall be subject to the conditions applicable thereto, as appropriate, for the duration of the performance of such work.

**13. HOURS OF WORK**

**A. SPREAD OF HOURS**

- (i) The ordinary working hours of all full time employees shall be 38 hours per week.
- (ii) Roster days shall be taken in a flexible manner on either one of the two Mondays or two Fridays available within the roster period.



- (iii) Mid Coast Water and its employees may, by mutual agreement, arrange alternate ways for the taking of roster days.
- (iv) The ordinary hours for all employees shall be worked between Monday and Friday inclusive and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.
- (v) All working hours existing at the operative date of this award that have been validly entered into or which were in accordance with the hours clauses of the awards which preceded this award shall be deemed to have satisfied subclause (vi) Part A of this clause.
- (vi) Commencing and/or finishing times within the spread of ordinary hours provided for in subclause (iv) of Part A of this clause and/or payment for the spread of hours may be altered by agreement between management and employee(s) concerned and referred to the union.
- (vii) Commencing and/or finishing time outside the spread of ordinary hours provided for in subclause (iv) of Part A of this clause and/or payment for the spread of hours may be altered by agreement between management and employee(s) concerned and the terms of the agreement referred to the union for endorsement.
- (viii) At any stage of discussions either the employee(s) or the council may seek assistance from the appropriate union or association.
- (ix) Any agreement to alter the spread of hours as provided for in this subclause must be genuine with no compulsion to agree.
- (x) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work.
- (xi) An employee shall not, at any time, be compelled to work for more than five (5) hours without a break for a meal.

#### **B. Accumulated Roster Days**

It is agreed that a maximum of five rostered days may be accumulated by mutual agreement in any twelve month period.

Any rostered day not taken within twelve (12) months of its accrual shall be paid out at ordinary rates.

#### **C. ARRANGEMENT OF HOURS**

Subject to Part A, Spread of Hours, the arrangement of hours shall be:

- (i) Spread of Hours for all full time employees shall be worked over a nine day fortnight, that is;

76 hours within two weeks provided that at least four days off shall be granted.

- (ii) All arrangements of hours existing at the operative date of this award that have been validly entered into shall be deemed to have satisfied sub-clause (iii) of Part C of this clause.
- (iii)
  - (a) The arrangement of hours may be varied by agreement and/or a different arrangement of hours to that prescribed in sub-clause (i) of Part C of this clause may be agreed between management and the employee(s) and the terms of the agreement referred to the union for endorsement. Such arrangements shall on average be 38 hours per week.
  - (b) At any stage of discussions, either the employee(s) or council may seek assistance from the appropriate union or association.
  - (c) Any agreement to alter the spread of hours as provided for in this sub-clause must be genuine with no compulsion to agree.
  - (d) **Wet Weather**  
In the event of an employee(s) ceasing work because of wet weather, payment in respect of periods not worked shall be made subject to the employee remaining at work and standing by until directed by Mid Coast County Council to do otherwise. The existing practice of finding suitable work shall remain as well as using the opportunity for scheduling required training during periods of prolonged wet weather.
- (iv) Where the council seeks to alter the arrangement of hours for a new or vacant position, the matter shall be referred to the union for endorsement prior to advertising the new or vacant position.

## **14. OVERTIME**

### **A. GENERAL**

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Where on any day an employee works overtime immediately prior to the usual commencing times and immediately after the usual ceasing time, the total hours of both periods of overtime shall be taken into account for the purpose of the commencement of double ordinary time rate of pay.
- (v) Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at another agreed time.
- (vi) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that they have

not had least ten consecutive hours off duty between those times shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay.

This subclause shall not apply to employees who are on call or called back to work in accordance with this award unless such employees are required to work:

- for four hours or more, or
- on consecutive days without having had a ten hour break, or
- on more than one occasion during the day outside of the four hour period.

- (vii) Where there is prior agreement between the council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This paragraph shall not apply to employees who are on call or called back to work.
- (viii) Employees classified in the Executive Band of this Award may be required, in addition to their ordinary hours, to attend meetings of council and standing and / or special committee meetings.

For the purpose of this sub-clause, an employee who is required to attend meetings of the council and standing and / or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.

- (ix) (a) Subject to paragraph (b), a council may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
1. any risk to the employee;
  2. the employee's personal circumstances including any family and carer responsibilities;
  3. the needs of the workplace;
  4. the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
  5. any other matter.

## **B. ON CALL**

- (i) For the purposes of this award, an employee shall be deemed to be on-call if required by the council to be available for duty outside of ordinary hours at all times in order to attend emergency and / or breakdown work and / or supervise the call-out of other employees.

- (ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- (iii) Employees required to be on call shall be paid an on-call allowance at a rate set out in Table 3 of Part B of this award for each such day the employee is required to be on call.
- (iv) Provided that the on-call allowances in subclause (iii) of this clause shall not total more than the rate set out in Table 3 of Part B of this award for any one week.

(v) **Payment for Call-outs**

An on-call employee shall be paid, in addition to the availability allowance, at double ordinary time rate of pay for the time required to complete each call out. Such rates shall be paid from the time that the employee departs for work.

(vi) **Minimum Payment**

The minimum time payable for each call-out shall be one (1) hour at double ordinary time rate of pay.

(vii) **Rest Period - After Work**

An employee who is required to work overtime during the period of 8 hours immediately preceding the usual agreed starting time shall be entitled to defer their starting time or bring forward their finishing time by a period equal to the actual time worked within those hours.

Where an employee is directed to start work at the agreed or usual starting time and / or continue working until their usual finishing time, double ordinary rates shall be paid for the period of time which the employee could have altered their usual starting and / or finishing time.

(viii) **Work on a Public Holiday**

For each public holiday an employee is required to be on-call, the employee shall be granted one day to be taken at an agreed time.

**C. CALL BACK**

- (i) For the purposes of this award, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in sub-clause (i), shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

#### **D. MEAL ALLOWANCE**

A meal allowance set out in Table 2 of Part B shall be paid to employees instructed to work overtime.

- (a) for two hours or more immediately prior to their agreed commencing time.
- (b) for two hours immediately after their agreed finishing time and after subsequent periods of four hours.
- (c) after each four hours on days other than ordinary working days.

#### **E. TRANSPORT OF EMPLOYEES**

- (i) When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with a conveyance to the employee's home.

### **15. HOLIDAYS**

#### **A. PUBLIC HOLIDAYS**

- (i) For the purposes of this Award, Public Holidays shall be observed on the following gazetted Public Holidays: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- (ii) In addition to the days in subclause (i), council employees who are Aboriginal or Torres Strait Islands shall be entitled to on day during NAIDOC week so that they can participate in National Aboriginal and Islander day celebrations.
- (iii)
  - (a) Where any of the holidays prescribed by this award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
  - (b) An employee who is required on a holiday as prescribed by this award to work between the usual commencing and ceasing times, shall be paid at double time in addition of payment for the day with a minimum payment of four hours worked.
  - (c) For any time worked before or after the usual ordinary hours of work, an employee shall be paid at double time and a half.
  - (d) Where an employee is required to work ordinary hours on a holiday as prescribed by this award, the council and the employee may agree that the employee be paid double time for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.

(e) When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between the council and the employee.

**B. UNION PICNIC DAY**

- (i) Union Picnic Day shall for the purpose of this Award be regarded as a holiday for employees who are financial members of the Union(s). The Union Picnic Day shall be on such day as is agreed between the Council and the Union(s).
- (ii) The Union(s) shall advise the Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (iii) Employees who are not financial members of the Union(s) and who *are* required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- (iv) Employees who are not financial members of the Union(s) and who are not required to work on Union Picnic Day, may apply to Council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by Council, or may be required by Council to make up time.

**16. LEAVE PROVISIONS**

**A. SICK LEAVE**

- (i) Employees who are unable, due to sickness to attend for duty shall be entitled, during each year of service, to sick leave at the ordinary rate of pay:-

0 to 10 years of service	15 days per year
10 years and beyond	18 days for each year

Employees at the time of making this award who were formerly employed by North Power shall continue to receive 18 days sick leave for each year of service.

- (ii) Employees shall be entitled to sick leave subject to the following conditions:-
  - (a) The council shall be satisfied that the sickness is such that it justifies the time off; and
  - (b) That the illness or injury does not arise from engaging in other employment; and
  - (c) That proof of illness to justify payment shall be required after 2 days absence.
  - (d) When requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (iii) Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.

- (iv) The council may require employees to attend a doctor nominate by council at council's cost.
- (v) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year maybe taken in a subsequent year or years.
- (vi) Where sick leave entitlements as prescribed have been exhausted an employee may request in writing approval for additional sick leave. Approval shall be at the discretion of the General Manager who shall determine the appropriate amount of leave required under the circumstances.
- (vii) Accumulated sick leave shall only be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis.

Such accumulated sick leave shall only be transferable if the period of cessation of service with the council and appointment to the service of another council does not exceed three months.

The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.

- (viii) If a holiday as prescribed in Clause 13, Holidays, of this Award, occurs on an ordinary working day or rostered on shift during an employee's period of absence because of sickness, such holidays shall not be counted as sick leave.
- (ix) Where an employee had an entitlement under awards rescinded and replaced by this award for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993 the following provisions shall apply:
  - a) In the event of the termination of service of an employee on account of ill-health and the council is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
  - b) When the service of an employee is terminated by death , the council shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
  - c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the NSW Workers Compensation Act, 1987.
  - d) For the purpose of this subclause such entitlement to payment of untaken sick leave shall be paid in accordance with Clause 14 of Schedule 4 of the Industrial Relations Act (NSW) 1996.

## **B. PAID MATERNITY LEAVE**

- (i) (a) This clause applies to all full time and part time female employees who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.  
  
(b) Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.  
  
(c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- (ii) (a) An employees shall be entitled to a total of 9 weeks paid maternity leave or special maternity leave on full pay; or 18 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.  
  
(b) The employee may choose to commence paid maternity leave before the expected date of the birth.
- (iii) (a) Annual Leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 52 weeks.  
  
(b) Employees may take periods of annual leave and long service leave during unpaid maternity leave at half pay, provided the total period of all leave does not exceed 52 weeks.  
  
(c) The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.(d) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- (iv) Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.
- (v) Paid Maternity leave and paid special leave shall be exclusive of public holidays. Where a public holidays falling during a period where the employee has taken paid maternity leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.



- (vi) Notice of intention to take paid maternity leave.
- provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice;
  - advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.
  - Provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.
- (vii) The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the General Manager.
- (viii) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.
- (ix) **Supporting Parent Leave;** An employee who is a supporting parent shall be entitled to up to 5 days paid leave taken from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their supporting parent leave.

## C. ACCIDENT PAY

- a) An employee, after a period or periods of incapacity totalling 26 weeks, in respect of a particular illness or injury arising out of, or in the course of, employment under this award, shall be entitled to accident pay for a period of absence, or absences not extending beyond a period of 26 weeks of incapacity.

Accident pay is not payable for the first 26 weeks of period of incapacity.

- b) "Accident Pay" shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the NSW Workers' Compensation Act, 1987, as amended and the employee's ordinary rate of pay.
- c) Accident pay shall be payable in respect of a period or periods of any incapacity of an employee while such an employee remains in the employment of the employer who employed the employee at the time of the injury causing such incapacity or partial incapacity.
- d) An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, sick leave, long service leave or for any paid public holiday in accordance with the appropriate award provisions.

## 2. Notice of Injury

An employee shall upon receiving an injury for which the employee claims to be entitled to receive accident pay, give notice in writing of the said injury to the

employer and of its manner of happening as soon as practicable after the happening thereof and shall provide in writing all other information as the employer may reasonably require.

### **3. Medical Examination**

Nothing in this Clause shall in any way be taken as restricting or removing the employer's right under the NSW Worker's Compensation Act, 1987, as amended, to require the employee to submit for examination by a legally qualified medical practitioner, provided and paid by the employer, and if the employee refuses to submit to such examination or in any way obstructs the same, the employee's right to receive or continue to receive accident pay shall be suspended until such examination has taken place.

### **4. Damages or Settlement**

"Third Party" in this sub-clause shall mean a person other than the employer who is alleged to be liable for damages in respect of the injury.

The employee shall not be entitled to receive accident pay if the employee fails to comply with a request by the employer to give the employer: -

- a) An undertaking that if the employee obtains a verdict for damages against the employer in respect of any injury or is paid an amount in settlement of any claim for damages that the employee has made against the employer in respect of such injury, the employee will immediately upon receipt of payment by the employees agent of such verdict for damages or amount in settlement of a claim therefore, repay to the employer the amount of accident pay which the employer has paid or may pay in respect of such injury and an authority for the employer alternatively to deduct the amount of the accident pay from any money owing or which may become owing from the employer to the employee under such verdict or settlement:
- b) An undertaking that where the injury was caused under the circumstances creating a liability in a third party to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claims for damages he has made against that third party he will out of such verdict or amount of money repay to the employer the amount of accident pay which the employer has paid or may pay in respect of the injury; and
- c) An irrevocable authority addressed to any third requiring such third party out of any verdict which may be obtained by the employee against such third party or any amount of money payable to the employee in settlement of any claim for damages made against such third party to pay to the employer the amount of accident pay which the employer has paid or may pay to the employee.

### **D. CARER'S LEAVE**

- (i) (a) Use of Sick Leave : An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (iii)(b) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause

14A, Sick Leave of this award, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

(b) Carer's Leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.

- (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (a) the employee being responsible for the care of the person concerned; and
  - (b) the person concerned being:
    - (1) a spouse of the employee; or
    - (2) a de-facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
    - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
    - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph;
      - (a) "relative" means a person related by blood, marriage or affinity;
      - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - (c) "household" means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give the council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (v) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 12(A) of this award for the purpose of providing care and support for a person in accordance with subclause (iii) above.

- (vi) Make-up: An employee may elect, with the consent of the council, to work “make-up time”, under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (iii) above.
- (vii) Annual Leave and Leave Without Pay: An employee may elect with the consent of council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (iii) above. Such leave shall be taken in accordance with subclauses 14D, Annual Leave and 14G, Leave Without Pay of this award.

#### **E. ANNUAL LEAVE**

- (i) Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in sub-clause (ii) of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter to council and the employee.
- (ii) Council may, by mutual agreement, require an employee to take annual leave by giving at least four weeks prior notification in the following circumstances: -
  - (a) where the employee has accumulated in excess of eight weeks annual leave
  - (b) a period of annual close-down of up to and including 4 weeks.  
*Provided that:*
    - (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.
    - (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
    - (3) Council by agreement may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
- (iii) Payment to an employee proceeding on annual leave shall be made by council at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.
- (iv) On resignation or termination of employment, the council shall pay to the employee any accrued annual leave. In addition, the employee shall be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed week of service. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service.

Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.

- (v) Where an employee receives a varying rate of pay for 6 months in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

**F. LONG SERVICE LEAVE**

- (i) (a) An employee of council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:-

LENGTH OF SERVICE	ENTITLEMENT
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

(b) Where an employee has completed more than ten years service with the council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

Employees formerly employed by **North Power** or under the Local Government Electrician's State Award employed prior to 1 July 1995 shall be entitled to Long Service Leave at the ordinary rate of pay as follows.

LENGTH OF SERVICE	ENTITLEMENTS
After 10 years' service	13 weeks
After 15 years' service	21.5 weeks
After 20 years' service	35 weeks
For every completed period of 5 years' service thereafter	13 weeks

(d) An employee who has completed at least five years but less than ten years service with the council shall receive the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in monthly periods. This payment shall be subject to the termination of employment by the

council for any cause, other than serious misconduct, or termination by the employee on account of illness or incapacity or domestic or other pressing necessity or retirement in accordance with relevant legislation or death.

(e) Where an employee has completed more than ten years service with the council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.7 weeks for each year of service from 10 years to 15 years and 2.7 weeks for each year of service from 15 years 20 years and 2.6 weeks for each year of service from 20 years onwards.

(ii) (a) Long service leave shall be taken at a time mutually convenient to the council and employee in minimum periods of one week provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.

(b) Payment to an employee proceeding on long service leave shall be made by council at the employee's ordinary rate of pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.

(c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.

(iii) (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other council within New South Wales shall be deemed to be service with the council by which the employee is currently employed.

(b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one council to another provided the period between cessation of service with one council and appointment to the service of another council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one council and appointment to the service of another council.

(iv) For the purpose of this clause, service shall include the following periods:-

(a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a council.

(b) In the case of an employee, transferred to the service of a council of a new or altered area - any period of service with the council from which such employee was transferred.

(c) Service shall mean all service with a council irrespective of the classification under which the employee was employed.

(v) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by council as service at the time leave was taken.

- (vi) When an employee transfers from one council to another, the former council shall pay to the newly employing council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement.

Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with council(s).

A statement showing all prior continuous service with the council(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the council's Long Service Leave Record.

- (vii) A council which has received under subclause (vi) of this clause a monetary equivalent on long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing council(s) the amount paid.
- (viii) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 13, Holidays of this award, occurring during the taking of any period of long service leave.
- (ix) When the service of an employee is terminated by death the council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (x) Where an employee's service is terminated through shortage of work, material or finance or through illness certified by duly qualified medical practitioner and such employee is re-employed by the same council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

## **G. OTHER PAID LEAVE**

- (i) Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify the council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

- (ii) Bereavement Leave

Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a)-(e) below and provides satisfactory evidence to

council of such, the employee shall be granted two days leave with pay upon application.

Persons in respect of whom bereavement leave may be claimed shall include:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee, or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph;
  - (1) "relative" means a person related by blood, marriage or affinity;
  - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - (3) "household" means a family group living in the same domestic dwelling.

(iii) Trade Union Training Leave

A council shall agree to release employees to attend an accredited trade union training course with pay and such agreement shall not unreasonably be withheld.

(iv) Union Conference Leave

Accredited delegates to the union's annual conferences shall be granted paid leave for the duration of the conference provided that the council's operational requirements are met and the union notifies council of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

(v) Attendance at Repatriation Centres

Employees being ex-service personnel, shall be allowed as time worked, lost time incurred up to a maximum of five days per annum whilst attending repatriation centres for medical examination and/or treatment, provided that:

- (i) Payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of each such visit.
- (ii) The employee produces satisfactory evidence to the employer that he is so required to and subsequently does attend a repatriation centre.

## **H. LEAVE WITHOUT PAY**

- (i) Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.



- (ii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

**17. Flexibility for Work and Family Responsibilities**

(i) A council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. A council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.

(ii) Flexible work and leave arrangements include but are not limited to make up time; flexi time; time in lieu; leave without pay; annual leave; part time work and job share arrangements.

(iii) The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

**18. PART-TIME EMPLOYMENT**

(i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 11, Hours of Work of this award.

(ii) Council and employee shall agree that the work shall be performed on a part-time basis.

(iii) Prior to commencing part-time work the council and the employee shall agree upon the conditions under which the work is to be performed including:

(a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.

(b) The nature of the work to be performed.

(iv) The conditions may also stipulate the period of part-time employment.

(v) The conditions in subclause 16(iii) may be varied by consent.

(vi) The conditions or any variation to them must be in writing and retained by the council. A copy of the conditions and any variations to them must be provided to the employee by the council.

(vii) (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the Union and Consultative Committee for endorsement.

(b) In such cases council and the employee shall agree upon the conditions, if any, of return to full-time work.

(viii) A part-time employee may work additional hours to their regular number of hours at their ordinary hourly rate by agreement. Additional hours are to be offered to existing part time employees before any new casual or part time employee is engaged where an employee works hours outside the spread of hours in Clause 11, Hours of Work of this award, the provisions of Clause 12, Overtime, shall apply.

- (ix) Part-time employees shall receive all conditions prescribed by the award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (x) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (xi) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (xii) A part-time arrangement shall be reviewed where additional hours in accordance with paragraph (viii) of this Clause, are worked continuously for six months.
- (xiii) Part-time employees shall have access to training and study leave and will not be disadvantaged regarding career path development.

#### **19. CASUAL EMPLOYMENT**

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid the hourly rate of the appropriate classification for ordinary hours worked in accordance with Clause 11, Hours of Work.
- (iii) Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 11, Hours of Work.
- (iv) In addition to the amounts prescribed by subclause (ii) of this clause, a twenty five percent (25%) loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid maternity leave prescribed by this Award.
- (v) A casual employee shall not replace an employee of council on a permanent basis.
- (vi) Casual appointments shall be reviewed after a continuous period of six months.
- (vii) Casual employees engaged on a regular and systematic basis shall:
  - (a) Have access to annual assessment under council's salary system
  - (b) Have their service as a casual counted as service, where service as a casual employee is continuous with their appointment to a permanent position on council's structure. In such circumstances the employee's leave balances will accumulate for the date that the employee commences permanent employment.

## **20. TERM EMPLOYEES**

- (i) A term employee shall be paid a rate of pay as is appropriate to their full time or part time employment status as provided for in this Award.
- (ii) A term employee does not include a casual employee.
- (iii) term appointments shall not be utilised to replace permanent full time or part time employment.
- (iv) A term position shall not exceed a period of more than 12 months unless by agreement with the appropriate Union(s).

## **21. JOB SHARE EMPLOYMENT**

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii) (a) Job sharing shall be entered into by agreement between the council and the employees concerned.  
(b) Such agreement shall be referred to the consultative committee for information.
- (iii) Council and the job sharers shall agree on the allocation of work between job sharers.
- (iv) (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 11, Hours of Work of this award.  
(b) The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v) (a) In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.  
(b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 11, Hours of Work of this award the provisions of Clause 12, Overtime, shall apply.
- (vii) Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- (viii) (a) Job sharers shall have access to all provisions of this award including training and development.  
(b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.

(c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

(d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

(ix) In the event of a job sharer vacating the position council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.

(x) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the council.

## **22. JUNIOR AND TRAINEE EMPLOYMENT**

### **A. GENERAL**

(i) The rates of pay specified in Band 1 / Level 1 are actual not minimum rates.

(ii) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

### **B. JUNIOR EMPLOYMENT**

(i) The rates of pay as provided in Band 1 / Level 1 are payable to juniors (15-18 years old).

(ii) A junior employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.

(iii) Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

### **C. TRAINEE EMPLOYMENT**

(i) The rate of pay as provided for in Band 1 / Level 1 are payable to employees undertaking entry level training.

(ii) An employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.

(iii) Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.

(iv) Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.

**D. APPRENTICESHIPS**

- (i) In addition to the vocational training direction, the council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
  - (a) the term of the apprenticeship;
  - (b) the course of studies to be undertaken by the apprentice;
  - (c) the course of on the job training to be undertaken by the apprentice.

**E. GOVERNMENT FUNDED TRAINEESHIPS**

- (i) (a) The objective of Part E of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.
  - (b) The system is neither designed nor intended for those who are already trained and job ready.
  - (c) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this award.
- (ii) Except as in hereinafter provided, all other terms and conditions of this award shall apply.
- (iii) (a) This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority or NETTFORCE. The trainee and the council shall be bound by a training agreement made in accordance with this award and shall not operate unless this condition is met.
  - (b) A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority or NETTFORCE.
- (iv) The council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- (v) The council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- (vi) Training shall be directed at:
  - (a) the achievement of key competencies required for successful participation in the workplace and / or
  - (b) the achievement of competencies required for successful participation in an industry.
- (vii) Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.

- (viii) Part E of this clause does not apply to apprentices.
- (ix) Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any council bound by this award, except in relation to ATS or CST trainees who commenced a traineeship with the council before the council was bound by this award. This clause shall not restrict council's ability to engage a trainee under a 'school based traineeship'.
- (x) Trainees shall not displace existing employees from employment. Trainees shall only be engaged in addition to existing staff positions and employment levels.
- (xi) A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority or NETTFORCE, the relevant council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.
- (xii) (a) Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant state training authority or NETTFORCE as appropriate.  
  
(b) Where the council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority or NETTFORCE as appropriate, of its decision.
- (xiii) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- (xiv) The trainee shall be permitted to be absent from work without loss of continuity of employment and / or wages to attend the training in accordance with the Traineeship Agreement.
- (xv) Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the council for the purposes of this award or any other legislative entitlements.
- (xvi) Wages
  - (a) The weekly amount of pay payable to trainees shall be as provided in Table 2 of Part B, Traineeship Wage Rates, of this award.
  - (b) The trainee wage rates contained in this award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

## **23. TRAINING AND DEVELOPMENT**

- (i) The parties to this award recognise that increasing the efficiency and productivity of the industry requires a greater commitment to education, training and skill maintenance, development and enhancement. All employees shall have reasonable and equitable access to training.

Accordingly the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
  - (b) providing employees with career opportunities through appropriate education and training to acquire additional skills; and
  - (c) removing barriers to the utilisation of skills acquired in accordance with council's training plans.
- (ii) Career Path Development
- (a) Career structures shall:
    - 1. Provide for the development of new skills through education and on and off-the-job training.
    - 2. Provide for mobility through and across the bands and levels of the award.
  - (b) Employees shall be given equal access and reasonable opportunities to progress through a career structure by participation in council's training plan.
- (iii) Training Plan and Budget
- (a) Council shall develop a training plan and budget consistent with:
    - 1. The current and future skill requirements of the council.
    - 2. The size, structure and nature of the operations of the council.
    - 3. The need to develop vocational skills relevant to council and the Local Government industry.
  - (b) In developing the training plan, the council shall have regard to corporate, departmental and individual training needs.
  - (c) The training plan shall be designed in consultation with the consultative committee.
  - (d) The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.
  - (e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
  - (f) Selection of participants to receive council required training in accordance with council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- (iv) If an employee is required by council to undertake training in accordance with the council's training plan:

- (a) the council shall grant the employee paid leave to attend course requirements including examinations where the training is undertaken during ordinary working hours;
- (b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which council will grant paid leave to attend such course requirements shall be specified in the training plan;
- (c) council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
- (d) council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements; and
- (e) reasonable travel arrangements shall be agreed.
- (f) where an employee is required to complete major assignment(s) council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- (v) Council may grant an employee undertaking a course consistent with council's training plan, although not at council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.
- (vi) Development of a Competency Based Training System.
- (a) The parties to the award are committed to the development of a competency based system of vocational education and training for Local Government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
- (b) The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
- that competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
  - that competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
  - that accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms.



- that certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

## **24. PERFORMANCE EVALUATION AND REWARD**

### **A. ENTERPRISE**

- (i) It is the intention of the parties to create a flexible award in which councils can increase the overall efficiency and effectiveness of MidCoast County Council's services.
- (ii) Council should consider the development of enterprise key performance indicators which are specific to local needs.
- (iii) Where a council develops enterprise key performance indicators regard shall be had to the following:
  - (a) measurement of the manner and process by which services are provided;
  - (b) measurement of both qualitative and quantitative aspects of service provision eg. community satisfaction, timeliness, service quality, output and cost data;
  - (c) those indicators identified in the publication "Comparative Information on New South Wales Local Government Councils" issued by the New South Wales Department of Local Government.
- (iv) Council shall discuss enterprise key performance indicators relating to human resources activities and/or job redesign with the consultative committee and Unions.
- (v) Employee(s) or the council may seek assistance from the appropriate union or association in developing and implementing enterprise key performance indicators.

### **B. INDIVIDUAL/TEAM**

- (i) Enterprise key performance indicators may be used to develop performance targets for teams or individual employees.
- (ii) All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance.
 

A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance.

A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.
- (iii) This award recognises that all employees shall have on-going feedback about performance.

The performance development process can be simplified to three stages;

- (1) joint development on objectives and performance standards;
- (2) progress reviews; and
- (3) a formal performance review which is followed by decisions and outcomes.

- (iv) Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

## **25. CONSULTATIVE COMMITTEES**

### **A. AIM**

- (i) Workplace Consultative Committees will be established at MidCoast County Council by mutual agreement between the parties to this Award.
- (ii) The form, structure and method of implementing the Workplace Consultative Committees and the practices and procedures thereof shall be determined by the parties. The size and composition of the consultative committee shall be representative of council's workforce and agreed to by council and the local representatives of the unions.
- (iii) The Consultative Committees shall be a means of communicating information and discussion and investigation of ways and means of improving the efficiency, productivity and competitiveness of Mid Coast County Council.
- (iv) The Workplace Consultative Committees shall not be the forum for claims, in relation to Awards, Agreements or otherwise.
- (v) The Workplace consultative Committees shall not be utilised in respect of matters which are being or should be processed pursuant to the Grievances and Disputes Settlement procedures set out in this Award.
- (vi) Officers of the Union(s) or Association(s) shall have the right to attend and provide input to meetings of the Consultative Committee.  
  
(vii) Council shall establish a consultative committee which shall meet regularly to provide a forum for consultation between council and its employees to positively co-operate in the implementation of award restructuring and ensuring workplace reform to enhance the efficiency and productivity of the council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

### **B. SCOPE OF CONSULTATIVE COMMITTEES**

- (i) The functions of the consultative committee shall include but not be limited to:
  - (a) award implementation
  - (b) training
  - (c) consultation with regard to organisation restructure
  - (d) job redesign
  - (e) salary systems

- (f) communication and education mechanisms
- (g) performance management systems
- (h) hours of work

### **C. MEETINGS AND SUPPORT SERVICES**

- (i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to council should note the dissenting views.
- (ii) Potential problems should be identified and resolved at the local level. Failing this, the matter should in the first instance be referred to the Industry Award Restructuring Committee, and if necessary, resolved in accordance with Clause 24, Grievance and Dispute Procedures set out in this award.
- (iii) The consultative committee shall adopt a constitution which shall include, but not be limited to, the election of a chairperson and secretary, meeting frequency, support services, access to information and communication with constituents.
- (iv) All members of the consultative committee should undergo appropriate training and education to effectively understand and participate in the consultative committee.

### **26 APPOINTMENT AND PROMOTION**

- (i) When it is proposed to make an appointment or promotion to a new or vacant position within the organisation structure of the council, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position.

This subclause applies to the appointment of any employee where the term or terms of employment are for more than 12 months in any period of 2 years.

- (ii) When the decision is being made to appoint a person to a position:
  - (a) only a person who has applied for an appointment to the position may be selected; and
  - (b) from among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.
- (iii) The merit of the persons eligible for appointment to a position is to be determined according to:
  - (a) the nature of the duties of the position; and
  - (b) the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- (iv) Where requested in writing, internal applicants shall be given the reasons in writing for not being appointed.
- (v) Subclauses (i), (ii) and (iii) of this clause do not apply to any appointment which is made by way of demotion or lateral transfer unless the council decides that those subclauses are to apply to the appointment.

- (vi) If a position within the organisation structure of a council is vacant or the holder of such a position is sick or absent, the council may appoint a person to the position temporarily. A person appointed to a position temporarily shall not continue in that position for a period of more than 12 months.

## **27. GRIEVANCE AND DISPUTE PROCEDURES**

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative and the council represented by the Association.
- (ii) The Union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level, where prior approval is sought. Such approval shall not be unreasonably withheld.
- (iii) A grievance or dispute shall be dealt with as follows:
  - (a) The employee(s) shall notify the supervisor/or other authorised officer of any grievance or dispute and the remedy sought, in writing.
  - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
  - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
  - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
  - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (v) During this procedure and while the matter is in the course of negotiation, conciliation and / or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

## **28. DISCIPLINARY PROCEDURES**

### **A. EMPLOYEE'S RIGHTS**

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.

- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

**B. EMPLOYER'S RIGHTS AND OBLIGATIONS**

Notwithstanding the procedures contained below, a council shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
  - (a) Suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
  - (b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
  - (c) The suspension shall not effect the employee's continuity of service for the purposes of accruing leave entitlements.
  - (d) Council shall not unreasonably refuse an application for paid leave under this provision.
  - (e) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 27, Termination of Employment of this award.
- (v) Be entitled to request the presence of a union representative at any stage.

**C. PROCEDURES**

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.

Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

- (ii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled.

Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

- (iii) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (iv) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (v) All formal warnings shall be in writing.
- (vi) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

#### **D. PENALTIES**

After complying with the requirements above, council may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time.
- (iii) Terminate the employment of the employee.

### **29. OCCUPATIONAL HEALTH AND SAFETY**

#### **A. OBJECTIVE**

Council shall provide a safe place of work and work practices in accordance with the provisions of the NSW Occupational Health and Safety Act 2000.

#### **B. ACCOMMODATION AND SHELTER**

Council shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the NSW

Occupational Health and Safety Act and NSW OH&S 2001 Regulations. The parties note the terms of the Industry Code of Practice 2000 for the Provision of Amenities in Construction Work, a copy of which is reproduced with this award.

**C. SPECIFIC PROVISIONS**

- (i) Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.
- (ii) Vehicles and plant used to provide the services of MidCoast County Council shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- (iii) The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.
- (iv) Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.
- (v) Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.
- (vi) No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- (vii) Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by council to an agreed amount.

**30. TERMINATION OF EMPLOYMENT**

- (i) An employee shall give to council 2 weeks notice of their intention to terminate their employment. If no such notice is provided, council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this award.
- (ii) A council and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- (iii) In cases of serious misconduct, a council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- (iv) The council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (v) The provision of this clause shall be read subject to the provisions of Clause 29, Workplace Change and Redundancy of this award.

### **31 WORKPLACE CHANGE AND REDUNDANCY**

#### **(i) Council's Duty to Notify**

(a) Where a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.

(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### **(ii) Council's Duty to Discuss Change**

(a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses (i)(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / or their union in relation to the changes and may reconsider its original decision.

(b) The discussion shall commence as early as practicable after a definite decision has been made by the council to make the changes referred to in sub-clause (i)(a) and (b) of this clause.

(c) For the purposes of the discussion, the council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

#### **(iii) Discussion Before Termination**

(a) Where a council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i)(a) and (b) of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.

(b) The discussion shall take place as soon as it is practicable after the council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.



New provisions will be included at subclause (iii)(b) regarding the mitigation of adverse effects on employees to the following effect:

Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, the provision of additional notice, together with access to an employee assistance program, financial advice and such other assistance as may be reasonably available.

(c) For the purposes of the discussion, the council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

(iv) Notice to Centrelink

Where a decision has been made to terminate employees, the council shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(v) Notice of Termination

(a) Five weeks notice to terminate or pay in lieu thereof shall be given.

(b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:

1. Three (3) months notice of termination or
2. Payment in lieu of the notice in paragraph (i) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
3. Notice or payment of notice under this paragraph shall be deemed to be service with the council for the purposes of calculating leave entitlements under this award.

(vi) Severance Pay

(a) This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

(b) In addition to any required period of notice, and subject to subclause (v) of this Clause, the employee shall be entitled to the following;

COMPLETED YEARS OF SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (vii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the council's employment until the expiry of the notice period.
- (viii) During a period of notice of termination given by the council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the council the employee shall provide proof of attendance at an interview.
- (ix) A redundant employee shall be entitled to the payment of a job search allowance of up to \$2000 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from *their termination of services* with the council or until the employee secures alternative employment, whichever is the sooner.
- (x) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (xi) The council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (xii) The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

- (xiii) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xiv) Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this award.
- (xv) Subject to an application by the council and further order of the Industrial Relations Commission on New South Wales, a council may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v) above if the council obtains acceptable alternative employment for an employee.
- (xvi) Nothing in this clause shall restrict an employee with ten years service or more and council from agreeing to further severance payments.

## **32 COMPETITIVE TENDERING**

Competitive tendering is the calling of tenders by council for the provision of service(s) that are currently being performed by council employees where council's in-house service unit submits a bid as well as external contractors. Council then makes its decision based on the tender bids about who will provide the service.

- (i) Prior to making a decision to competitively tender a service, council shall notify and consult with the relevant union(s) which have members likely to be effected by the decision.
- (ii) (a) Where a council makes a definite decision to competitively tender a service council shall notify the employees who may be affected by the proposed tender of such services and the union(s) to which they belong.  
  
(b) Council shall discuss the competitive tendering process with the affected employee(s) and union(s) and give prompt consideration to matters raised by employee(s) and the union(s) to which they belong.  
  
(c) Discussions between council and the affected employee(s) and relevant union(s) shall commence as early as practicable after a definite decision has been made to competitively tender a service.  
  
(d) For the purposes of the discussion council shall provide to the employee(s) and the union(s) to which they belong, all relevant information about the tendering process including the nature of the service to be tendered, the proposed timetable for the tender of the service, the expected effects upon employee(s), a process for the formulation of an in-house bid and any other matters likely to affect the employee(s).
- (iv) Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms shall be entered into.

## **33 ENTERPRISE AGREEMENTS**

The parties agree to open and frank discussions in order to facilitate the making of Enterprise Agreements involving MidCoast County Council, the Unions and employees on matters such as flexible working arrangements and practices.

Both parties recognise the need for such an agreement for Council to be competitive against other contractors in order to secure contestable construction works.

Any Enterprise Agreement shall be in accordance with the provisions of the Industrial Relations Act 1996.

### **34 COUNCIL AGREEMENTS**

- (i) The parties agree to review operations at council level on an ongoing basis, with the view to providing enhanced flexibility and efficiency. The union(s) shall be advised prior to the commencement of negotiations.
- (ii) The award shall apply unless varied either expressly or impliedly by such council agreement, provided that:
  - (a) The agreement has been genuinely arrived at by negotiation without compulsion;
  - (b) Such agreement is consistent with the current wage fixation principles;
  - (c) Such agreement is to provide not less than the entry level rate of pay;
  - (d) Such agreement is processed in accordance with subclause (iii) of this clause.
- (iii) Council Agreements shall be processed as follows:
  - (a) Any agreement reached shall be committed to writing and shall include a date of operation and date of expiration;
  - (b) The agreement shall be signed by the council and appropriate union(s) and a copy shall be forwarded to the Local Government and Shires Associations of NSW.

### **35. AWARD IMPLEMENTATION COMMITTEE**

- (i) The Award Implementation Committee (AIC) is established to facilitate a co-operative approach to award restructuring and implementation.
- (ii) The Committee shall be comprised of the following representatives:

Two representatives from each of the Local Government and Shires Associations of New South Wales

One representative from the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

One representative from the Environmental Health and Building Surveyors' Association of New South Wales

One representative from the Australian Services Union of New South Wales

One representative from the Local Government Engineers' Association of New South Wales

- (iii) The purpose of AIC is to assist councils implement the provisions of the award and / or to provide a forum for the discussion of issues that are of industry wide significance.
- (iv) The committee will resolve problems and disputes which have been unable to be resolved at the local council level.
- (v) It is open to employees through their unions and councils through their Association to raise issues with the committee.
- (vi) A dispute may be referred to the Industrial Relations Commission of New South Wales in accordance with Clause 24, Grievance and Dispute Procedure of this award regardless of whether the matter is eligible for discussion before AIC.

### **36 SAVINGS AND TRANSITIONAL**

- (i) If council does not have a salary system developed and implemented, council must ensure that employees engaged on incremental scales on or before 8 June 1992, continue to be paid in accordance with the incremental scales as adjusted. This subclause does not apply in the following circumstances:
  - (a) if council has an operative training plan which is sufficient to allow progression at least equal to that under the previous incremental scales;
  - (b) if an employee chooses not to undertake training consistent with councils training plan; and
  - (c) if the incremental scale provides a rate of pay less than the award entry level rate of pay.
- (ii) (a) No employee shall receive a reduction in pay as a result of the implementation of this award or transfer to a council salary system.  
  
(b) Employees who are in regular receipt of penalty rates / or shift allowances shall not suffer a reduction in their regular income as a result of the operation of Clause 11, Hours of Work.
- (iii) Where an employee prior to 11 May 1995, had an entitlement to transfer accumulated sick leave from one council to another council in New South Wales, under the Local Government Senior Officers' Award the employee shall retain this entitlement.
- (iv) Employees of MidCoast County Council at the time of making this award who were previously governed by the provisions of the North Power Rates of Pay and Conditions Award shall retain the following: -
  - The right to have an addition to gazetted public holidays, one day on full pay on one (1) working day falling between Christmas and New Year's Day each year provided that employees required to work on the additional holiday shall not be paid penalty rates but shall be allowed time off equivalent to that worked without loss of pay.

- Subject to the provisions of Section 27 of the Industrial Relations Act 1996 in the event of the retirement of an employee on account of age or upon the death of the employee, the employee or the employee's legal representative shall be paid at the ordinary rate of pay applicable to the employee's appointment grade at the date of retirement or death for all accumulated untaken sick leave under sub clause (1) of this Clause to the employee's credit at the date of such retirement or death.

"Retirement Age" mean termination of an employee's service with NorthPower:

- a) as agreed between NorthPower and the employee, or
  - b) at the discretion of the employee after attaining the age of 55 years.
- If an employee who was formerly employed by North Power becomes sick or is injured whilst on annual leave or long service leave and produces at the time satisfactory medical evidence that the employee is unable to derive benefit from such leave, the employee may be granted, at a time convenient to MidCoast County Council, additional leave equivalent to the period of sickness or injury which occurred within the period of such leave.

Provided that the period of sickness or injury is at least five consecutive working days.

(v) Employees of MidCoast County Council at the time of making this Award who were previously governed by the provisions of the Local Government (Electrician) State Award 1995 shall retain the following:

- Employees who become sick or injured and provide satisfactory medical evidence to that effect whilst on:
  - a) Annual Leave, the employee shall be granted additional leave equivalent to the period of sickness or injury provided that period is at least seven (7) consecutive days.
  - b) Long Service Leave, the employee shall be granted additional leave equivalent to the period of sickness or injury provided that the period was continuous and was equivalent to at least one quarter of the period of Long Service Leave taken or two (2) weeks whichever is the shorter period.
- In the event of the retirement of an employee who was engaged by Council prior to 1 July 1994 the employee shall be paid all untaken sick leave accrued at the current Council standing to the employee's credit at the date of retirement subject to the provisions of section 99(a) of the Industrial Relations Act 1991 or the relevant section of its successor.

Retirement age means termination of an employee's service with the Council at any time after the employee attains the age of 55 years.

(vi) Where an employee had an entitlement under awards rescinded and replaced by this award for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993 the following provisions shall apply:

- a) In the event of the termination of service of an employee on account of ill-health and the council is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
  - b) When the service of an employee is terminated by death, the council shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
  - c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the Workers Compensation Act, 1987.
  - d) For the purpose of this subclause such entitlement to payment of untaken sick leave shall be paid in accordance with Clause 14 of Schedule 4 of the Industrial Relations Act (NSW) 1996.
- (vii) Employees who were formerly employed by North Power on a 36 hour week 9 day fortnight arrangement shall retain the right to remain on that arrangement.

The transition to a 38 hour week 9 day fortnight arrangement shall be by agreement and shall remain final. Any hours worked beyond the 36 hours during the transition period from 36 to 37 hours and later to 38 hours shall be paid at single rate.

The provision shall not be used as a means to introduce a 38 hour week by scheduling regular work beyond the 36 hours. It is intended to cover unforeseen circumstances not planned overtime. If Management deliberately schedules regular overtime the normal provisions shall apply.

### **37 LEAVE RESERVED**

- (i) Leave is reserved for the parties to the award to apply to vary tool allowances as set out in Clause 8(ii) of this award in line with the Crown Employees Skilled Tradesmen Award.
- (ii) Leave is reserved for the parties to vary the award by agreement to include a clause to cover shift work arrangements if Council requires such arrangements to commence during the life of this award.
- (iii) Leave is reserved for the parties to apply in respect of changes in responsibilities for professional engineers arising out of the Civil Liability Act and changes in responsibilities arising from accreditation of council (development) certifiers.

### **38 AREA, INCIDENCE AND DURATION**

- (i) This award shall apply to all employees of MidCoast County Council, except the General Manager of MidCoast County Council.
- (ii) This award shall rescind and replace the MidCoast County Council Enterprise Award 2001.

(iii) This award shall operate from the commencement of the first pay period on or after the date of filing with the Industrial Registrar and shall expire on 1 November 2007. The Award provides for three increases, on the following dates: 1 November 2004 (4.0%), 1 November 2005 (3.5%) and 1 November 2006 (4.0%). The increase of 2004 has been paid administratively by MidCoast County Council on the agreed date of 1 November 2004.

(iv) All employees will receive a 1% increase to their employer superannuation contribution in addition to their existing arrangements effective from 1 November 2005. This is for Accumulation Fund members as well as Defined Benefit Fund members, the 1% will be paid into the Local Government Superannuation Scheme.

The above increase is for accumulation fund members in addition to the Commonwealth Government Superannuation guarantee occur during the nominal term of this Award, the Mid Coast Water additional increase stated above will not be absorbed by any future government increases.

(v) The increase in rates of pay provided for in this award Reflect consideration of work value changes and productivity improvements to date for Mid Coast Water.

(vi) payment of maternity leave as provided for in clause 16(B) Paid Maternity Leave, shall apply to maternity leave or special maternity leave commencing on or after 1 November 2001.

(vii) Clause 8, Salary Sacrifice shall operate from the first pay period to commence on or after 1 April 2002.

(viii) The increases granted by this award may be absorbed into enterprise increases granted since 29 May 1991 exceeding any award increases since that date, that is an \$8 safety net adjustment and increases of 6%, 2.5%, 2.5%, 3.5%, 3.25%, 3.25%, 4.2%, 3.75%, 3.75% & 3.75%, provided that the following increases shall not be absorbed:

(a) placement or progression within the council's salary system

(b) increases in hours of work

(c) incorporation of penalty rates and shift or other allowances into the employee's rate of pay.

(ix) In agreeing to increases in rates of pay for the term of this award, the parties recognise that councils and employees have and shall continue to engage in enterprise bargaining.









<b>T 4</b>	503.60	13.2526							
<b>L 16 E</b>	1401.60	36.8842							
<b>L 15 E</b>	1324.20	34.8474							
<b>L 12 E</b>	1116.30	29.3763							
<b>L 10 E</b>	997.80	26.2579							
<b>L 6 E</b>	830.40	21.8526							

**Table 2**

**Allowances**

Raw Sewerage Allowance	SA	6.60	per day
Tool Allowance - Elect	TA	11.99	per week
On Call Daily	OD	32.29	per day
On Call Weekly	OW	161.46	per week
Meal Allowance	MA	13.90	
Car Allow 2.5lt -	CA	0.57	per km
Car Allow 2.5lt +	DV	0.66	per km
RadTel Dial Up	DU	6.45	per day

**SCHEDULE 1**

MINIMUM STANDARDS OF CARAVAN ACCOMMODATION TO BE PROVIDED TO EMPLOYEES REQUIRED TO CAMP OUT

Where employees camp out council shall provide suitable caravan accommodation for the employees concerned in accordance with the following minimum standards.

- (a) Caravans shall be of such size as to provide adequate space for each employee and no more than two employees should be accommodated in any one caravan.
- (b) The walls and ceilings of the caravan shall be of sound construction and shall be insulated. Fly screen doors and windows shall be fitted and all openings adequately sealed against dust and/or weather conditions. Adequate steps shall be provided at each door.
- (c) The floor is to be covered with vinyl tiles, linoleum or other acceptable standard floor covering.
- (d) Reverse cycle or refrigerated air conditioning or other agreed cooling device and / or heater shall be provided in each caravan and shall be appropriately maintained.
- (e) Two separately located suitable bedding shall be provided together with suitable mattresses.
- (f) A fixed separate table shall be provided with two separate seats and brackets so as to provide for the taking of meals comfortably.
- (g) A wardrobe shall be provided for each employee, ensuring adequate clothes hanging space, fitted with shelf.
- (h) A personal bed locker shall be located at each bed. This shall consist of at least one shelf and door.
- (i) Each camp shall be supplied with an electric generator or other suitable power source that is of the low decibel type and the generator shall be housed in such a manner so as to provide

for noise insulation. The generator shall be sufficiently powerful so as to service each appliance that is within or is associated with the use of the van. Generators shall be appropriately maintained.

- (j) Adequate electric lighting shall be installed in the caravan and sufficient external lighting shall be provided so as to allow for safe access to toilet facilities and vehicles.
- (k) Each caravan shall be equipped with a suitable refrigerator; a stove with two burners and a grill and, where such stove is an l.p.g. stove, shall be fitted with safety tap. A sink with basin pump connected to a storage water tank of sufficient capacity shall be provided. The water tank shall have an external tap. An adequate supply of cool drinking water shall be provided.
- (l) A food and utensils storage cabinet suitably equipped with pots, pans and kettle and sufficient bench space shall be provided to allow for the preparation of meals.
- (m) Showering facilities shall be included in the caravan. Each shower cubicle shall be provided with a shower curtain and rod, soap holder, hot and cold water and non-slip floor. Soap and other suitable cleaning agents shall be provided for employees taking showers, such cleaning agents should be of a type that will safely remove an unwanted substance with which the employee has come in contact. Adequate lighting and ventilation shall be provided in the shower area.
- (n) The carrying and storage of fuel and council stores within the internal frame of the caravan will not be permitted under any circumstances. Employers shall provide for the safe keeping of employees tool kits and personal belongings, including when employees are off the site. Provision shall be made to allow for safe storage of hand tools and other equipment during meal and other breaks.
- (o) Kerosene heating, cooking and/or lighting are not considered to be suitable facilities.
- (p) Suitable cleaning equipment shall be provided together with storage facilities for such equipment.
- (q) Access to and egress from all amenities shall be kept clear at all times.
- (r) (i) Garbage bins, which are vermin/fly proof with secure lids shall be provided together with removable and sealable bin liners.  
  
(ii) Adequate toilet facilities shall be provided and positioned to provide privacy and so as to preclude odours reaching meal and/or accommodation facilities.
- (s) Washing facilities shall be provided under cover and an adequate supply of soap and paper towels shall be provided and replaced as needed. A vermin / fly proof garbage bin with removable liner and secure lid shall be provided in the vicinity of the washing facilities and emptied when necessary.
- (t) Caravans shall be regularly inspected for maintenance purposes and a record book kept by council indicating the age of the vans and maintenance work carried out on the vans.