

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/110

TITLE: **Lachlan Shire Council Enterprise Agreement 2005**

I.R.C. NO: IRC6/646

DATE APPROVED/COMMENCEMENT: 6 March 2006 / 6 March 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA96/329

GAZETTAL REFERENCE: 24 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Lachlan Shire Council located at 62 - 64 Molong Street, CONDOBOLIN NSW 2877, excluding Condobolin District Retirement Village staff members, Willow Bend Sport Centre employees and employees designated as senior staff on contract pursuant to s.32 of the Local Government Act 1993, who fall within the coverage of the Local Government (State) Award 2004.

PARTIES: Lachlan Shire Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales

LACHLAN SHIRE COUNCIL

ENTERPRISE AGREEMENT

2005

Enterprise agreement made this 6th day of March 2006 between Lachlan Shire Council and the signatory Unions in relation to employment conditions of certain staff specified in this agreement.

This Agreement is made in accordance with Division 2 – Enterprise Agreements of the Industrial Relations Act 1996.

1. Title and Intention of the Parties

This Agreement is made in accordance with the provisions of section 29 to 47 of the Industrial Relations Act 1996 and shall be known as the ‘Lachlan Shire Council Enterprise Agreement 2005’ and replaces the previous 1996 and 2000 agreements.

This agreement also incorporates for employees employed prior to 3 August 1993, the industrial agreements numbered 4727, 5270 and 5812 under section 11 of the Industrial Arbitration Act 1940. These provisions are covered by Clause 14 of this Agreement.

This agreement also incorporates the provisions of Lachlan Shire Council’s Agreement made under the Local Government (State) Award on 20 May 1992 for administration staff employed as at that date.

The agreement shall provide the basis for entitlements in the areas specified by the agreement for all council staff covered by the:

- Local Government (State) Award 2004; and the
- Local Government Engineer Senior Staff (NSW) Award 1999.

This agreement applies to all employees (other than those employed at the Retirement Village, Willow Bend Sports Centre or senior staff on contract) who are employed by Lachlan Shire Council.

2. Parties:

The parties to this Agreement are Lachlan Shire Council (herein referred to as ‘the Council’) and the following unions:

- New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union;
- Local Government Engineers Association of New South Wales;
- Development and Environmental Professionals’ Association of New South Wales.

(hereinafter referred to as the Unions).

3. Duration

This agreement shall come into operation from the date approved by the Industrial Relations Commission of NSW and shall remain in force for a period of 3 years and after that period until terminated in accordance with the provisions of the Industrial Relations Act 1996.

4. Duress

This Agreement has been entered into without duress by any party.

5. Definitions

‘Wages Staff’	shall mean staff engaged in the Works Department who, under the Local Government (State) Award 2004 would work a 38 hour week.
‘Community Services Staff’	shall mean staff employed in the community services section, who under the Local Government (State) Award 2004 would work either a 35 or 38 hour week.
‘Administration Staff’	shall mean all staff employed by Council under the Local Government (State) Award 2004 who would work 35 hours per week , other than Wages Staff, Community Services Staff, staff working at the Retirement Village and senior staff employed under the Local Government Act 1993.
‘Award’	shall mean the Local Government (State) Award 2004 or its successor(s).

6. Relationship with the Award:

The provisions of the Agreement will override the provisions of the Award where they conflict otherwise where the Agreement is silent the Award shall prevail.

7. Hours of Work

The following hours of work shall take precedence over:

- Clause 16 Part A (i) to (viii) and
 - Clause 16 Part B (i) to (iii) of the Local Government (State) Award 2001.
- (i) Unless agreed otherwise the ordinary hours of work of **all** employees under this Agreement **is** based on 38 hours per week worked on a 40 hour per week basis Monday to Friday exclusive of unpaid meal breaks, giving a vari-leave credit of 2 hours for every 40 ordinary hours worked.
- (ii) The spread of hours for employees covered by this Agreement may be arranged on the following basis;
- 40 hours within one week inclusive of 2 hours vari-leave provided that at least two days off shall be granted; or
 - 80 hours within two weeks inclusive of 4 hours vari-leave provided that at least four days off shall be granted; or
 - 120 hours within three weeks inclusive of 6 hours vari-leave provided that at least six days off shall be granted; or
 - 160 hours within four weeks inclusive of 8 hours vari-leave provided that at least eight days off shall be granted.
- (iii) All working hours existing at the operative date of this Agreement will be deemed to have satisfied the provisions of this clause.
- (iv) Commencing and finishing times for each employee covered by this Agreement and/or payment for the spread of hours may be varied by agreement between management and the employee(s). Agreement shall not be unreasonably withheld by the employee(s). Such alteration of hours may exist on a permanent basis or for the completion of a specific project.

- (v) An unpaid meal break of a minimum of thirty minutes shall be given and taken within the first five hours continuous work. Thereafter, a paid meal break not exceeding twenty minutes shall be given and taken after a further five hours continuous work. In extenuating circumstances Council may require staff to work in excess of five continuous hours. Employees shall not accrue any penalties or allowances for the meal break being taken after five hours.
- (vi) At any stage of the discussions either the employee(s) or Council may seek assistance from the appropriate Union or Association.

8. Part-time/Job Share Employment

Unless otherwise stated the benefits outlined in this agreement are described for fulltime employees. With the exception of Vari-leave part-time employees shall receive all conditions prescribed by this agreement and the Award on a pro-rata basis of the regular hours worked. Vari-leave is not available to part-time/job share employees under this agreement.

A part time/job share employee covered by this Agreement may work more than their regular number of hours at their ordinary rate of pay by agreement between management and the employee(s). Part-time hours are recognised as minimum hours. In the absence of agreement Council may require employees to work additional hours at the ordinary rate of pay provided that Council gives adequate notice.

9. Employee Enterprise Agreement Benefits

Unless otherwise provided all employees covered by the agreement shall be entitled to the following benefits;

- (i) All staff under this Agreement shall have access to the Sick Leave/ Attendance Bonus arrangement under Clause 12 of the Agreement.
- (ii) **Administration staff** and **Community Services staff** required to work a 35 hour week under the Award shall be paid an allowance of 10.75% above the employee(s) ordinary salary under the salary system.
- (iii) In addition to the existing salary structure Council shall make available an additional two and a half percent in salary range for the employees under the Agreement thus making it a 12.5 percent salary range for each grade of the Salary System. Each grade shall consist of five equal steps.

10. Sun Protection Policy

All employees are required to adhere to Council's Sun Protection Policy, as amended from time to time, shall apply under this Agreement. Such Policy may only be amended by agreement with the Council's Consultative Committee. A copy of this Policy is attached to this Agreement.

11. Administration Staff Uniform

Administration staff employees shall be provided with approved Council uniform items to the value of \$180 per annum (indexed to the annual CPI) with a right to purchase additional items at cost. An additional allowance of \$180 (also indexed to the annual CPI) will be made available to new employees in their first year of employment with Council.

Staff shall be required to wear, either the approved Council uniform or a similar standard of attire.

12. Sick Leave/Attendance Bonus

- i) **Wages staff employees and Community Services staff employees who are on a 38 hour week** under the Award are entitled to accumulate sick leave on the basis outlined in subclause (ii) of this

clause. These provisions are in substitution for the quantum of sick leave under the Award and any payment of sick leave to an employee, or the employee's estate, on termination for any reason.

ii) Sick leave for each employee is split into two accounts as follows:

(a) Sick leave entitlement account (SLEA): Employees under subclause (i) of this clause shall on commencement of service with Council and on each subsequent anniversary of employment be credited with 24 hours of sick leave which is fully accumulative but is NOT payable to the employee on the employee's resignation or termination by the Council for any reason.

Where the employee works 40 ordinary hours per week the Council shall add to the employee's SLEA 2 hours per week. The 2 hours will be added if the employee works the 40 ordinary hours in the week or is on vari-leave under this Agreement or is on long service leave, but NOT for any other absence.

(b) Cashable Hours Account (CHA) (that part of the Sick Leave Entitlement Account which will be transferred and converted to cash each year that is only payable to the employee on termination in accordance with the agreement): The balance of an employee's entitlement to two hours per week sick leave provided for in paragraph 2 of subclause (ii)(a) up to a maximum of 96 hours per annum shall be converted to a cash equivalent and transferred from the SLE Account to the CH Account on June 30, each year.

The individual CHA balances are to be held by Council on behalf of the employee. As at June 30 each year interest shall be added on the funds in the CHA for the preceding 12 month period. The interest rate shall be 2% less than Council's investment rate. Should the Council investment interest rate be less than 7.00% but equal to or greater than 5.00% the interest rate shall be deemed at 5.00% per annum. If the Council investment interest rate is less than 5.00% then the interest rate shall be the equivalent to Council's investment interest rate.

The balance in an employee's CHA shall be paid to the employee on resignation or where the employee is terminated by Council on the grounds of redundancy or ill health.

iii) **Community Services staff employees and administration staff employed on or after 1 January 1996, who are on a 35 hour week** under the Award are entitled to accumulate sick leave on the basis outlined in subclause (iv) of this clause. These provisions are in substitution for the quantum of sick leave under the Award and any payment of sick leave to an employee, or the employee's estate, on termination for any reason.

iv) Sick leave for each employee is split into two accounts as follows:

(a) Sick Leave Entitlement Account: Employees under subclause (iii) of this clause shall on commencement of service with Council and on each subsequent anniversary of employment be credited with 24 hours of sick leave which is fully accumulative but is NOT payable to the employee on the employee's resignation or termination by the Council for any reason.

Where the employee works 40 ordinary hours per week the Council shall add to the employee's SLEA 2 hours per week. The 2 hours will be added if the employee works the 40 ordinary hours in the week or is on vari-leave under this Agreement or is on long service leave, but NOT for any other absence.

(b) Cashable Hours Account (CHA) (that part of the Sick Leave Entitlement Account which will be transferred and converted to cash each year that is only payable to the employee on termination in accordance with the agreement): The balance of an employee's entitlement to two hours per week sick leave provided for in paragraph 2 of subclause (ii)(a) up to a maximum of 96 hours per annum shall be converted to a cash equivalent and transferred from the SLE Account to the CH Account on June 30, each year.

The individual CHA balances are to be held by Council on behalf of the employee. As at June 30 each year interest shall be added on the funds in the CHA for the preceding 12 month period. The interest rate shall be 2% less than Council's investment rate. Should the Council investment interest rate be less than 7.00% but equal to or greater than 5.00% the interest rate shall be deemed at 5.00% per annum. If the Council investment interest rate is less than 5.00% then the interest rate shall be the equivalent to Council's investment interest rate.

The balance in an employee's CHA shall be paid to the employee on resignation or where the employee is terminated by Council on the grounds of redundancy or ill health.

- v) **Administration staff employed prior to 1 January 1996, who are on a 35 hour week** under the Award are entitled to accumulate sick leave on the basis outlined in subclause (vi) of this clause. These provisions are in substitution for the quantum of sick leave under the Award and any payment of sick leave to an employee, or the employee's estate, on termination for any reason.
- vi) Sick leave for each employee is split into two accounts as follows:

(a) Sick Leave Entitlement Account: Employees under subclause (v) of this clause shall on commencement of service with Council and on each subsequent anniversary of employment be credited with 26 hours of sick leave which is fully accumulative but is NOT payable to the employee on the employee's resignation or termination by the Council for any reason.

Where the employee works 40 ordinary hours per week the Council shall add to the employee's SLEA 2 hours per week. The 2 hours will be added if the employee works the 40 ordinary hours in the week or is on vari-leave under this Agreement or is on long service leave, but NOT for any other absence.

(b) Cashable Hours Account (CHA) (that part of the Sick Leave Entitlement Account which will be transferred and converted to cash each year that is only payable to the employee on termination in accordance with the agreement): The balance of an employee's entitlement to two hours per week sick leave provided for in paragraph 2 of subclause (ii)(a) up to a maximum of 96 hours per annum shall be converted to a cash equivalent and transferred from the SLE Account to the CH Account on June 30, each year.

The individual CHA balances are to be held by Council on behalf of the employee. As at June 30 each year interest shall be added on the funds in the CHA for the preceding 12 month period. The interest rate shall be 2% less than Council's investment rate. Should the Council investment interest rate be less than 7.00% but equal to or greater than 5.00% the interest rate shall be deemed at 5.00% per annum. If the Council investment interest rate is less than 5.00% then the interest rate shall be the equivalent to Council's investment interest rate.

The balance in an employee's CHA shall be paid to the employee on resignation or where the employee is terminated by Council on the grounds of redundancy or ill health.

- vii) Employees on approved sick leave shall have the option to claim payment from their sick leave entitlements or Cashable Hours Account. In addition, the employee on approved sick leave may, with the agreement of Council, claim Vari-leave or any other leave available to them at the time.

13. Vari-Leave

- i) Employees shall work on the basis of 40 hours per week, subject to spread and arrangement of hours set out in this Agreement.
- ii) For every 40 ordinary hours worked, an employee shall accrue a two (2) hours leave entitlement to be known as 'vari-leave'. No vari-leave accrual shall apply to overtime hours worked.

- iii) Unless the arrangement of hours are amended then sick leave, annual leave, long service leave, any other leave and workers compensation days shall be paid on an 8 hour basis. Where the arrangement of hours has been amended then such leave etc. shall be paid on that basis.
- iv) Payment for vari-leave shall be made at the current rate of pay at the time of taking the vari-leave.
- v) Vari-leave may be taken at a time that is mutually agreeable between the employee and Council.
- vi) Vari-leave may accrue to a maximum of thirteen (13) days.
- vii) Where vari-leave has accrued in excess of 13 days, the leave shall be taken at the discretion of Council, provided that Council shall give two weeks notice to an employee to reduce accumulated vari-leave. Further provided that should an employee fail, without reasonable cause, to reduce such leave accrual after receiving the required two week's notice, all vari-leave accrual in excess of the 13 days shall lapse.
- viii) The minimum amount of vari-leave that may be taken shall be two hours.
- ix) A statement of all leave accrued shall be given to employees on at least a monthly basis.
- x) Ordinary hours payments shall be calculated on 1/40th of normal weekly pay rates.
- xi) Overtime payments, where applicable, shall be calculated on the pay rates of 1/38th of normal weekly pay rates so as to achieve the correct hourly rate as no vari-leave accrual attaches to overtime hours.

14. Deferred Annual Leave

- i)
 - a) This clause shall only apply to those persons who were permanent employees prior to August 3, 1993.
 - b) This clause shall replace the provisions of the following Industrial Agreements numbered 4727, 5270 and 5812 under Section 11 of the Industrial Arbitration Act, 1940.
 - c) Under no circumstances shall this clause apply to any person commencing employment with Council after August 3, 1993.
- ii) In respect of each employee, completing twelve months continuous service, whose annual leave falls due on or after the date of this Agreement, Council shall each year credit to such employee an amount equal to 20% of his/her basic entitlement of annual leave (excluding time added to annual leave as compensation for overtime, time/shifts worked under other clauses of this Agreement).
- iii) Such sums of money, retained by Council on behalf of each employee, shall attract an interest rate of 2% less than Council's investment rate. Should the Council investment interest rate be less than 7.00% but equal to or greater than 5.00% the interest rate shall be deemed at 5.00% per annum. If the Council investment interest rate is less than 5.00% then the interest rate shall be the equivalent to Council's investment interest rate.
- iv) The total balance standing to the credit of the employee, together with proportionate loading and interest to the date of termination, shall be paid to the employee concerned on his/her leaving of the employment of Council for any reason, or in the event of death to his/her legal representative.

15. Education Assistance Policy

The terms of Council's Education Assistance Policy, as amended from time to time, shall apply under this Agreement. Such Policy may only be amended by agreement with the Council's Consultative Committee.

16. Training

All parties to this Agreement shall be committed to improving the skills of the Council workforce. This shall be done through the Council providing reasonable access to training while staff shall attend to such training that is made available to them.

In addition to the Award requirements where training, essential to performing the duties of the position, is provided outside of the normal arrangement of hours, or that travel to or from the training venue is outside of the normal arrangement of hours, then such time **shall be** granted time in lieu and NO overtime shall apply. Such time in lieu will be applied to the employees vari-leave account and the time taken in accordance with the vari-leave provisions. No time in lieu or over time shall apply to other training.

17. Use of Skills and Higher Grade Pay

- i) Council may direct the employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- ii) An employee required by Council to relieve in a position classified in a higher level or band shall be paid according to the skills and knowledge possessed to undertake the higher duties but at least the entry salary/wage of the level and band in which the employee is relieving.
- iii) The provisions of subclause ii) shall not apply to periods of so relieving, where the relieved employee is absent from his/her normal duty on paid leave of any kind unless such period is three consecutive working days. In the event of the relief period exceeding this period, the provisions of subclause ii) shall apply for the whole of the period involved. Provided that for the purpose of this sub-clause three consecutive days may be spread over separate pay periods.
- iv) This subclause shall be read in conjunction with the relevant job description and cognisance taken of the fact that additional payment for occasional higher grade duties may have been built into the base rate for such periods. Evidence of such shall be provided to the employee upon request.

18. Camping

Council will propose that employees will be asked to camp out when operational reasons require it or when the distances required to be travelled may raise possible occupational health and safety concerns. Where prior agreement has been reached between Council and the employee(s) to camp out under the provisions of the Award and Council provides motel, hotel or caravan park accommodation within the Council area or in an adjacent council area then such accommodation will be deemed to satisfy the requirements of Schedule 1 of the Award. Sustenance expenses associated with staff camping out shall be paid in accordance with the Award.

19. Teamwork and Reform

Council aims to be a team based organisation. The parties agree to work cooperatively together and with their peers. The parties recognise the need for continual improvement and agree to work towards the establishment of workplace reform programs. This will require the employees to provide cooperation, participation, and support in **all** aspects of change and improvement. All parties are committed to the workplace reform process and to any improvement brought about by that process.

Improvement identified through this process is to be ratified by the Award Consultative Committee.

20. Termination of Employment

- i) An employee classified within bands 1 and 2 of the Award shall give Council two (2) weeks notice of their intention to terminate their employment.
- ii) An employee classified within Professional or Executive bands of the Award shall give Council four (4) weeks notice of their intention to terminate their employment.

- iii) For the purposes of the Award notice of termination shall be given as working notice, i.e. that leave shall not constitute notice. This may be varied by mutual agreement between the employee and the General Manager of the Council.
- iv) Council may deduct any outstanding monies owed to Council from the termination payment of an employee terminated or terminating their service from Council.

21. Anti Discrimination

This enterprise agreement has been developed in accordance with the requirements of clause 3 of the Local Government (State) Award 2004 and Acts pertaining to that clause.

22. Grievance and Dispute Procedures

- i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the Council represented by the NSW Local Government Association or Shire's Association of NSW.
- 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 officers 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 and 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.

23. Occupational Health and Safety

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

24. Leave Reserved

Leave is reserved in accordance with Clause 36 "Council Agreements" of the Local Government (State) Award 2004 that during the life of this Agreement for the parties to enter into negotiations to develop a separate agreement to cover individual Council operations.

25. Incidence and Duration

- i) Should this agreement be rescinded without being replaced then employee conditions shall return to the provisions as set out in the Local Government (State) Award or its successor(s).
- ii) It shall operate as from the date of registration.
- iii) This Agreement replaces the previous Lachlan Shire Enterprise Agreement.

For and on behalf of the **Lachlan Shire Council**

General Manager – Lachlan Shire Council

Witness

For and on behalf of the **United Services Union of Australia, New South Wales.**

Secretary – United Services Union

Witness

For and on behalf of the **Development & Environmental Professionals’ Association of New South Wales.**

Secretary – DEPA

Witness

For and on behalf of the **Local Government Engineers Association of New South Wales.**

Secretary – LGEA

Witness