

ENTERPRISE AGREEMENT

NO. EA 98/230
.....

DATE REGISTERED 7-8-98
.....

PRICE \$ 122
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/230

TITLE: Canada Bay Local Government Enterprise, Enterprise Agreement 1998

I.R.C. NO: 98/4003

DATE APPROVED/COMMENCEMENT: 7 August 1998

TERM: 18 months

**NEW AGREEMENT OR
VARIATION: New.**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 61

**COVERAGE/DESCRIPTION OF
EMPLOYEES: All employees of Canada Bay Local Government Enterprise**

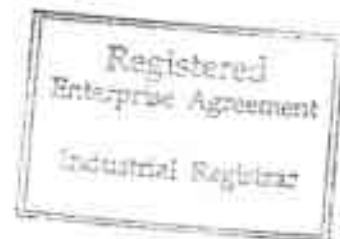
**PARTIES: Canada Bay Local Government Enterprise -&- Federated Municipal and Shire
Council Employees' Union of Australia, New South Wales Division**





CANADA BAY LOCAL GOVERNMENT ENTERPRISE

ENTERPRISE AGREEMENT 1998



CANADA BAY LOCAL GOVERNMENT ENTERPRISE ENTERPRISE AGREEMENT 1998

CONTENTS

Clause No.	Subject Matter
4	Agreement not to be made under duress
26	Appointment and Promotion
20	Casual Employment
25	Consultative Committees
7	Definitions
11	Disability Allowance
28	Disciplinary Procedure
33	Duration of Agreement
12	Expenses and Allowances
27	Grievance and Dispute Procedures
17	Holidays
15	Hours of Work
32	In House Agreements
21	Job Share Employment
22	Junior and Trainee Employment
18	Leave Provisions
34	Leave Reserved
29	Occupational Health and Safety
16	Overtime
2	Parties to the Agreement
19	Part-time Employment
10	Payment of Employees
24	Performance Evaluation & Reward
9	Rates of Pay
3	Relationship to the Award
13	Residence
33	Savings and Transitional
8	Skill Descriptors
6	Statement of Intent
5	Term of Agreement
30	Termination of Employment
1	Title of the Agreement
23	Training and Development
14	Use of Skills
31	Workplace Change and Redundancy



1. TITLE OF AGREEMENT

This agreement shall be known as the Canada Bay Local Government Enterprise Enterprise Agreement 1998.

2. PARTIES TO THE AGREEMENT

This agreement has been entered into between Canada Bay Local Government Enterprise and the Federated Municipal and Shire Council Employees Union of Australia (NSW Division).

This agreement shall apply to all current and future employees employed by Canada Bay Local Government Enterprise.

3. RELATIONSHIP TO AWARD

This agreement shall be read and interpreted in conjunction with the Local Government (State) Award 1997. Where an inconsistency arises between the award and this agreement the provision of this agreement shall prevail to the extent of the inconsistency.

4. AGREEMENT NOT MADE UNDER DURESS

This agreement is made by consent between the parties and not made under duress.

5. TERM OF AGREEMENT

This agreement shall commence from the date of registration and have a term of eighteen (18) months.

6. STATEMENT OF INTENT

(i) The parties to this Agreement will work together to:

- Improve the quality of all services provided to the community in response to it's expressed needs
- Establish a caring, dynamic and responsive work environment which changes in positive ways to meet the challenge of the future
- Establish a work environment which supports and maintains a high level of job satisfaction for staff
- Achieve the corporate objectives of the organisation

Registered Enterprise Agreement Industrial Registrar
--

- Maximise in-house employment and job security for employees of CanBay.
- (ii) The values which will be supported and promoted by all parties in achieving these objectives are:
- Respect of the individual
 - Reward and recognition for endeavour
 - Open communication and consultation
 - Honesty
 - Fairness and equity
 - Teamwork
 - A focus on quality improvement and service
 - Flexibility, innovation and creative debate
 - Action and achievement orientation
 - Loyalty

Performance Measures

The parties to this agreement shall work co-operatively together to create a set of "Performance Measures" which will be used to test the actual performance of the organisation in the following key areas:

- Meeting the objectives of this Agreement
- Community and customer service quality and satisfaction
- Decision making effectiveness
- Financial Performance
- Flexibility, adaptability, responsiveness
- Organisational morale
- Skill levels and career opportunities
- Leadership and innovation
- Meeting Management Plan objectives and commitments



The parties will thereafter undertake an annual review of performance within each of these key areas for the purposes of identifying key areas requiring further and on-going improvement.

Commitment to Action and Results

- (i) The parties are committed to obtaining maximum benefit from this Agreement so that they establish, support and maintain a skilled and motivated organisation. Through this Agreement, all parties will strive to achieve the corporate objectives of the organisation and the priorities contained in the CanBay's Management Plan.

- (ii) During the term of this Agreement all parties will focus their energies on achieving results in the following areas:
- Ensuring that the objectives of the Agreement are realised and the underlying values are promoted throughout the workplace
 - Developing a sophisticated and effective workplace bargaining system which achieves balances between benefits, productivity gains, salaries growth and service quality
 - The Agreement will form the basis for establishing workplace reform in all key areas of operation
 - All parties will work toward establishing "best practice" guidelines based on continuous improvement and the achievement of excellent performance
 - Strengthening the skills base and the diversity of career opportunities across the organisation
 - A focus on training and organisation development as a means of strengthening the skills, productivity and adaptability of the whole organisation
 - Emphasis on better understanding the needs of our community and all those who the organisation serves and of responding to these needs through continuous improvement in the quality of services
 - Achieving the objectives, priorities and performance standards contained in the CanBay Management Plan
 - A commitment to the principles of Equal Employment Opportunity and Occupational Health and Safety.
- (iii) Concord and Drummoyne Council's shall be the two major client of CanBay. It is agreed that for the life term of this agreement:
- (a) CanBay may progressively tender for outside work
 - (b) Where both councils have traditionally contracted out work, CanBay may also tender for that work
 - (c) Where services have been traditionally performed by day labour from the two councils, CanBay will continue to provide those services

(d) Such work that may be tendered in accordance with sub-clauses (a) and (b) of this clause shall not be subjected to an open tender process until such time as the relevant employees of CanBay have been trained in the tendering process

Organisational Image and Identity

- (i) All parties agree that the development and promotion of a consistent and strong organisation image and identity is important and provides a means of establishing rapport and credibility with the community and customers
- (ii) Consistent with this all employees will make every endeavour in their day-to-day activities to promote the services, skills, image and identity of the CanBay in a responsible and professional manner
- (iii) Particular emphasis will be placed on the establishment of a strong CanBay image and identity amongst all employees (and within services and facilities) which are publicly prominent.

7. DEFINITIONS

- (i) Employer / CanBay / Organisation means the Canada Bay Local Government Enterprise.
- (ii) Industrial Representative means the Local Government Association of New South Wales.
- (iii) Union means the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.
- (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

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

- overtime payments
- meal allowances
- sewer choke allowance

Registered Enterprise Agreement
Industrial Registrar

- travelling allowance
- car allowance

- (v) Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- (vi) Salary System - A salary system determines how employees are paid. CanBay's salary system complements the entry level rates of pay and skill descriptors in the agreement by identifying salary points that are over and above the entry level rates of pay. Each salary point shall be defined so as to enable progression through the salary system 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.

In the case of a new employee or an existing employee being appointed to another position, such employee shall be entitled to a competency assessment review after 3 months and no later than 4 months after commencing in the position.

- (vii) Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.

8. SKILL DESCRIPTORS

- (i) Operational Band, Level 1

Registered Enterprise Agreement Industrial Registrar
--

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 CanBay and represent CanBay 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.

9. RATES OF PAY

All employees shall be paid as provided in the CanBay salary system as set out in Table 1 of Part B of this agreement.

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.

No employee shall suffer a reduction in their ordinary rate of pay as a result of entering into this agreement.

10. PAYMENT OF EMPLOYEES

- (i) CanBay shall pay all employees by the fortnight. Any other period shall be by agreement between the CanBay and the employees affected.

In respect of an employee transferring from Concord Council who is currently paid by the week such employee shall be paid an extra week's pay so that they are not disadvantaged in the transfer from weekly to fortnightly pay. This extra week's pay shall be deducted from the employee's payment when the employee ceases employment with the CanBay for any reason.

- (ii) CanBay shall pay by direct credit to the employee's nominated account. All charges ancillary to depositing such payments into the employee's nominated account shall be met by CanBay.
- (iii) CanBay shall fix a regular pay day for the payment of employees. CanBay may alter the pay day if there is prior agreement with employee(s) affected.
- (iv) CanBay shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.

11. DISABILITY ALLOWANCE

- (i) A disability allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with the

nature of the duties performed by outdoor staff (as set out in Table 2 Part B).

- (ii) This allowance shall be paid as part of the ordinary rate of pay and shall not attract any penalty.
- (iii) The following employees shall be entitled to be paid the allowance:

All employees in Levels 2, 3 and 4 of the Operational Band and employees engaged in the gardening, building, metal and mechanical trades of the Administrative / Technical / Trades Band.

Excepting staff engaged in the following functions:

- Administration
- Finance
- Garbage, Sanitary and Sullage
- Supervising in Band 2
- Technical Services
- Works Supervisor

- (iv) All employees employed in garbage, sanitary and sullage collection work, other than the supervisor, shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in Table 2 of Part B of this agreement. This allowance shall be paid for all purposes of the agreement but shall not attract any penalty.

The disability allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

- (iv) Sewer Chokes- Employees clearing sewer chokages shall be paid at the rate set out in Table 2 of Part B of this Agreement whilst so engaged.

12. EXPENSES AND ALLOWANCES

- (i) (a) **Septic Tanks-** Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets by other than mechanical means. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.
- (ii) (b) **Employee Providing Tools** - where the employee and CanBay agree that the employee shall supply their own tools, a tool allowance shall be paid as per follows

	PER WEEK \$
Bricklayer	Table 2 of Part B
Carpenter and Plumber	Table 2 of Part B
Metals and Mechanical Trades	Table 2 of Part B
Painter and Signwriter	Table 2 of Part B
Plasterer	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 classification.

(d) **Compensation of Tools** - CanBay 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 CanBay'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 CanBay 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 CanBay for replacement of stolen tools.

(iii) **Expenses** - all reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by CanBay and, where practicable, shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between CanBay and the employee. Travelling arrangements shall be agreed between CanBay and the employee.

(iv) **Car Allowance**

(a) Where by agreement an employee supplies a car the allowance to be made for the use and depreciation of such vehicle shall be:-

	Kilometres travelled each year on official business - cents per kilometre
Under 2.5 litres (nominal engine capacity)	Table 2 of Part B
2.5 litres (nominal engine capacity) and over	Table 2 of Part B

(b) Where the car is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum payment as set out in Table 2 of Part B. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks or long service shall not be counted when calculating the minimum quarterly payment.

(c) Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (a) and shall not be entitled to the minimum payment as set out in paragraph (b).

(d) Any agreement to pay the allowance under this clause may only be terminated by 12 months notice by either party or by the employee's termination of employment.

(v) **Travelling Allowance**

(a) This clause shall apply to employees who are required to start and/or finish at a location away from CanBay depot, workshop or other agreed starting point.

- (b) For the purposes of this subclause "agreed starting point" shall mean:
- (i) the CanBay workshop or depot
 - (ii) another work location to which the employee is usually assigned
 - (iii) any other agreed starting and/or finishing point
- (c) Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to another starting point at any time by agreement.
- (d) An employee who is required to commence and / or finish work at a location away from the employee's normal starting point at the normal starting and / or finishing times or is required to start or finish overtime work at a location away from the normal starting point shall be paid a travelling allowance as under:

Where the employee works at a distance from the employee's residence greater than:

3 but not more than 10 km	Table 2 of Part B
More than 10 km but not more than 20 km	Table 2 of Part B
More than 20 km but not more than 33 km	Table 2 of Part B
More than 33 km but not more than 50 km	Table 2 of Part B
Plus (See Table 2 of Part B) for each additional 10 km in excess of 50 km	Table 2 of Part B

- (e) For the purpose of this subclause a residence shall not be reckoned as such unless it is situated within the boundaries of the foundation Local Government areas serviced by CanBay. Where the employee resides outside such areas the travelling allowance is payable from the boundary of such areas.
- (f) For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- (g) Where transport is provided by the CanBay the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather.

Explosives shall not be carried on vehicles which are used for the conveyance of employees.



- (h) This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 26 of this Agreement be applied.
- (i) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- (j) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause.

13. RESIDENCE

Where an employee is supplied by CanBay, Concord or Drummoyne Councils with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed. The rental value as agreed may be deducted from the pay of the employee

14. USE OF SKILLS

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

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 employee such as the use of a community language or first aid, which are required by CanBay to be used as an adjunct to the employee's normal duties.

* Employees who are required by CanBay to use such additional skill(s) in the performance of their duties shall have the use of those skill(s) considered in the evaluation of the position provided that:

- (a) the employee shall be accredited as appropriate;
- (b) prepared to be identified in the council as possessing additional skill(s);
- (c) available to use the additional skill(s) as required by CanBay;
- (d) recognised by CanBay as a regular user of the additional skill(s) as an adjunct to their normal duties.

Provided further that CanBay shall establish a minimum level of usage of additional skill(s) for this subclause to apply.

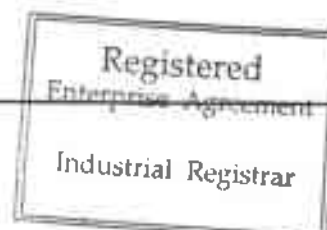
Registered
Enterprise Agreement

Industrial Registrar

- (ii) The parties are committed to improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.
- (iii) CanBay may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- (iv) 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.
- (v) Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position.

15. HOURS OF WORK

- (i) Except as otherwise herein provided, the ordinary hours of work shall be spread from 7.00am until 4.00pm Monday to Thursday and 7.00am to 3.45pm Friday arranged over 76 hours per fortnight with a 30 minute unpaid meal break.
- (ii) The ordinary hours of work for the following employees shall be arranged over 76 hours per fortnight with a 30 minute unpaid meal break.
 - (a) The spread of ordinary hours of work for employees engaged at Golf Courses or General Cleaning or Stores Duties, 6.00am to 3.00pm Monday to Thursday and 6.00am to 2.45pm Friday.
 - (b) The spread of ordinary hours of work for employees engaged in Tidy Bin litter collection, 5.00am to 2.00pm Monday to Thursday and 5.00am to 1.45pm Friday.
 - (c) The spread of ordinary hours of work for employees engaged in Street Sweeping, 4.00am to 1.00pm Monday to Thursday and 4.00am to 12.45pm Friday or 9.00am to 6.00pm Monday to Thursday and 9.00am 5.45pm depending on the roster.
 - (d) The spread of ordinary hours of work for employees engaged in Mechanical repair and maintenance duties, 6.00am to 3.00pm Monday to Thursday and 6.00am to 2.45pm Friday or 7.00am to 4.00pm Monday to Thursday and 7.00am 3.45pm Friday depending on the roster.



- (e) The ordinary hours of work for employees engaged in Administrative/Clerical duties shall be arranged over 70 hours per fortnight, spread from 8.30am to 5.00pm Monday to Friday.
- (iii) (a) The spread and or arrangement of hours prescribed in subclauses (i) or (ii) (a), (b), (c), (d) or (e) of this clause may be varied by agreement and/or a different spread and or arrangement of hours to that prescribed in subclause (I) or (ii) (a), (b), (c), (d) or (e) of this clause may be agreed between management and the employee(s) concerned and the terms of the agreement referred to the consultative committee for recommendation to CanBay.
- (b) At any stage of the discussions, either the employee(s) or CanBay may seek assistance from the appropriate union or industrial representative.
- (c) Any agreement to alter the spread of hours as provided for in this subclause must be genuine with no compulsion to agree.
- (d) Any agreement to vary the spread and or arrangement of hours of work as prescribed by sub-clause (iii)(a) of this clause shall be in accordance with the spread or arrangement of hours of work as provided by Clause 12A and or B of the Local Government (State) Award 1997.

Rostered Day Off (RDO)

- (i) A RDO system shall be developed by agreement between the employee(s) and management to reflect the business requirements of CanBay. This RDO system shall not apply to those employees designated as Managers.
- (ii) Except as otherwise herein provided, RDO's shall be granted on the basis of one (1) RDO per two (2) week period provided the employee has accumulated sufficient hours.
- (iii) Administrative staff shall be granted an RDO on the basis of one (1) RDO per three (3) week period provided the employee has accumulated sufficient hours. This system shall be reviewed within six months of the operative date of this Agreement to ensure the provisions of sub-clause (iv) of this clause are being met.
- (iv) The taking of RDO's shall be by agreement between the employee(s) and management and shall be based on the operational requirements of CanBay to respond to customer needs.
- (v) Where due to operational requirements an employee is unable to take a RDO in a particular period that employee may roll-over that RDO to another period.

- (vi) Employees and management may agree that RDO's may accrue up to a maximum of two (2) days in any one period.
- (vii) Overtime shall not be payable where an employee is required to work on a RDO and another day shall be granted as a RDO.
- (viii) Where a RDO falls on a Public Holiday another day shall be granted as a RDO.
- (ix) Where an employee resigns or is terminated for any reason other than for serious misconduct, the employee shall be entitled to payment for the number of RDO's (up to a maximum of two (2) days) in credit at the normal hourly rate.
- (x) Management and an employee may agree to bank RDO's in excess of two (2) days and shall be taken at a time mutually agreed between the parties and the operational requirements of CanBay.

16. 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, provided any overtime worked after 12 noon Saturday shall be at double time.
- (ii) Overtime worked on a Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime shall be claimed within 30 days of it being worked.
- (v) An employee (other than a casual) 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 such employee has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until such employee has 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 (10) 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 (10) 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 agreement 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.

(vi) Where there is prior agreement between management 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.

B. On Call

- (i) For the purposes of this agreement, an employee shall be deemed to be on-call if required by CanBay to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work.
- (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 CanBay. 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 on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with Clause 14, Hours of Work shall be paid an on call allowance at a rate set out in Table 2 of Part B of this agreement for each such day the employee is required to be on call.
- (iv) Employees required to be on call on days other than their ordinary working days shall be paid an on call allowance at a rate set out in Table 2 of Part B of this agreement for each such day the employee is required to be on call.
- (v) Provided that the on call allowances in subclauses (iii) and (iv) of this clause shall not total more than the rate set out in Table 2 of Part B of this agreement for any one week.
- (vi) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work.
- (vii) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day to be taken at an agreed time.

C. Call Back

- (i) For the purposes of this agreement, 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.
- (iii) 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

- (i) An employee who, having been so instructed, works overtime for two hours or more prior to the agreed commencing time shall be paid a meal allowance at a rate set out in Table 2 of Part B of this agreement.
- (ii) An employee who, having been so instructed, works overtime for two hours or more immediately after the agreed finishing time shall be paid a meal allowance at a rate set out in Table 2 of Part B of this agreement.

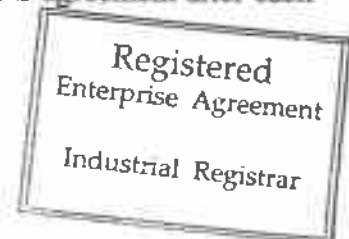
Thereafter, a further meal allowance at a rate set out in Table 2 of Part B of this agreement shall be paid after each subsequent four hours worked.

- (iii) An employee who works on a day other than an ordinary working day shall be paid a meal allowance at a rate set out in Table 2 of Part B of this agreement after each four hours overtime worked.

17. HOLIDAYS

A. Public Holidays

- (i) The days on which holidays shall be observed are as follows: 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 boundaries of the foundation Local Government areas and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.

- (ii) Union Picnic Day shall, for the purposes of this agreement, be regarded as a holiday. The Picnic Day shall be on such day as is agreed between CanBay and the union.

Production of the butt of the picnic ticket issued to the employee may be required by CanBay for payment for the day to be made.

- (iii) (a) Where any of the holidays prescribed by this agreement fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.

(b) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this agreement, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.

(c) All employees classified in the operational band of this agreement employed in garbage, sanitary and sullage (other than supervisor) who are required to work on Good Friday or Christmas Day shall be paid triple time inclusive of payment for the day with a minimum payment of four hours work.

(d) Where an employee is required to work ordinary hours on a holiday as prescribed by this agreement, management and the employee may agree that the employee be paid time and a half 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. CanBay may in lieu of making such additional payment, grant a days leave for each such holiday which may be taken at such time as is mutually agreed to between management and the employee.

18. LEAVE PROVISIONS

A. Sick Leave

- (i) Employees who are unable due to sickness to attend for duty shall be entitled during

Registered
Enterprise Agreement
Industrial Registrar

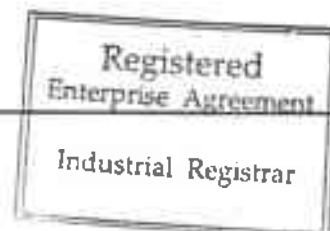
each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions:-

- (a) management 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 the proof of illness to justify payment shall be required after 2 days absence or after 3 separate periods in each service year, and
 - (d) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (ii) Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
 - (iii) Management may require employees to attend a doctor nominated by CanBay at its cost.
 - (iv) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
 - (v) Where an employee has had 10 years' service with CanBay and the sick leave entitlement as prescribed has been exhausted, management may grant such additional sick leave as, in its opinion, the circumstances may warrant.
 - (vi) Accumulated sick leave shall be transferable on change of employment from CanBay to a council or from a council to CanBay 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 transferrable if the period of cessation of service with CanBay and appointment to the service of a council does not exceed three months.

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

- (vii) Employees transferring from Drummoyne or Concord Council's to CanBay as at 1 July 1997 shall transfer all their sick leave entitlement standing to their credit as at that date.



B. CARER'S LEAVE

- (i) 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 17A, Sick Leave of this agreement, 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.
- (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 defacto 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 CanBay 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 CanBay, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 13(A) of this agreement 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 CanBay, 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 agreement, 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 CanBay 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 18 C Annual Leave and 18 F, Leave Without Pay of this agreement.

C. 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 CanBay and the employee.
- (ii) Management may direct 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 4 weeks, or other period by agreement.

Provided that:

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.

(1) 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, management 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.

(2) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with management 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.

(3) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.

- (iii) Each employee shall be paid before the commencement of the employee's annual leave.
- (iv) On resignation or termination of employment, CanBay 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.

D. Long Service Leave

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



LENGTH OF SERVICE	ENTITLEMENT
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) An employee who has completed at least five years but less than ten years service with CanBay 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 CanBay 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.

(c) Where an employee has completed more than ten years service with CanBay 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.

(ii) (a) Long service leave shall be taken at a time mutually convenient to management and the 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 CanBay at the employee's ordinary rate of pay at the time the employee enters upon the leave.

(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 CanBay.

- (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one council to CanBay provided the period between cessation of service with one council and appointment to the service of CanBay 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 CanBay.
- (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) 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 CanBay, the former council shall pay to CanBay 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 ten 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 CanBay's Long Service Leave Record.
- (vii) If CanBay has received under subclause (iii)(d) of this clause a monetary equivalent of 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 CanBay 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 16 of this agreement, occurring during the taking of any period of long service leave.
- (ix) When the service of an employee is terminated by death CanBay 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 CanBay within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

E. 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 CanBay an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wages 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 management as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give management 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 CanBay 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

An employee who has been sponsored by the union to attend a course of training conducted by or with the support of the Trade Union Training Australia Inc., shall be entitled to paid leave of absence to attend such course; provided that CanBay shall be called upon to pay no more than 10 days leave per calendar year irrespective of the number of CanBay employees who attend the aforementioned courses.

(iv) Union Conference Leave

An employee of CanBay who is an accredited delegate to the union's Annual Conference shall be entitled to paid leave of absence for the duration of the conference; provided that should there be more than one accredited delegate per union from CanBay, such leave with pay is at the discretion of management.

F. Leave Without Pay

(i) Periods of leave without pay, shall be taken at a time mutually convenient to management 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 employees continuity of service.

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



19. 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 15, Hours of Work of this agreement.
- (ii) CanBay and the employee shall agree that the work shall be performed on a part-time basis.
- (iii) Prior to commencing part-time work the employer 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.
 - (c) The rate of pay as paid in accordance with this agreement.
- (iv) The conditions may also stipulate the period of part time employment.
- (v) The conditions may be varied by consent.
- (vi) The conditions of any variation to them must be in writing and retained by CanBay. A copy of the conditions and any variations to them must be provided to the employee by CanBay.
- (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 consultative committee for information.

(b) In such cases management and the employee shall agree upon the conditions, if any, of return to full time work.
- (viii) A part-time employee 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 15, Hours of Work of this agreement, the provisions of Clause 16, Overtime, shall apply.
- (ix) Part-time employees shall receive all conditions prescribed by this agreement 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.

Registered
Enterprise Agreement

Industrial Registrar

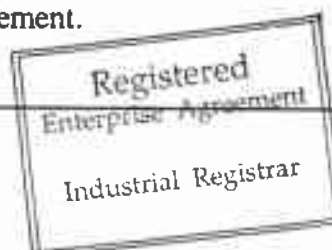
- (x) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (xi) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

20. CASUAL EMPLOYMENT

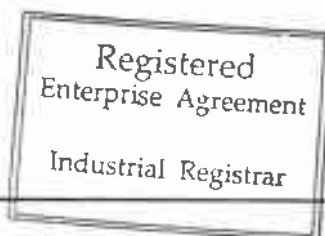
- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 15, Hours of Work.
- (iii) Overtime shall be paid where a casual employee works outside the ordinary hours for that 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 15, Hours of Work.
- (iv) In addition to the amounts prescribed by subclause (ii) of this clause, a twenty percent 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 prescribed by the agreement.
- (v) A casual employee shall not replace an employee of CanBay on a permanent basis.

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 CanBay and the employees concerned.
(b) Such agreement shall be referred to the consultative committee for information.
- (iii) CanBay 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 15, Hours of Work of this agreement.



- (b) The job sharers in conjunction with CanBay 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 CanBay 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 15, Hours of Work of this agreement the provisions of Clause 16, Overtime, shall apply.
- (vii) CanBay 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 agreement including training and development.
- (b) Job sharer(s) 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, CanBay 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 CanBay.



22. JUNIOR AND TRAINEE EMPLOYMENT

A. General

- (i) The rates of pay specified in Band 1 / Level 1 are actual not minimum rates and include qualification allowances.
- (ii) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class 1A or C Drivers Licence.

B Apprenticeships

- (i) Apprentices currently employed by Concord and Drummoyne Councils shall be guaranteed continued employment by CanBay up to the completion of their apprenticeship. At the completion of their apprenticeship there shall be no guarantee of continued employment.
- (ii) In addition to the vocational training direction, CanBay 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.

C. 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.

D. 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.

E. Government Funded Traineeships

- (i) (a) The objective of Part D 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.

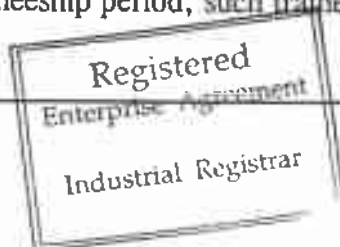
(c) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this agreement.
- (ii) Except as in hereinafter provided, all other terms and conditions of this agreement shall apply.
- (iii) (a) This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority or NETTFORCE. The trainee and CanBay shall be bound by a training agreement made in accordance with this agreement 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) CanBay 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) CanBay 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

Registered
Enterprise Agreement

Industrial Registrar

- (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 D 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 CanBay.
- (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, CanBay 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) CanBay 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 CanBay 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 CanBay 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 CanBay for the purposes of this agreement or any other legislative entitlements.

(xvi) **Wages**

(a) The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this agreement.

(b) The trainee wage rates contained in this agreement 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 agreement recognise that increasing the efficiency and productivity of CanBay 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.

(ii) **Career Path Development**

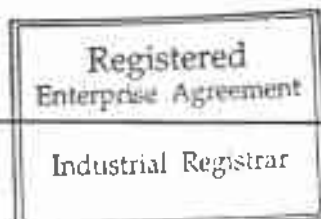
(a) Career structures shall:

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 agreement.

(b) Employees shall be given equal access and reasonable opportunities to progress through a career structure by participation in CanBay's training plan.

(iii) **Training Plan and Budget**



- (a) CanBay shall develop a training plan consistent with:
1. The current and future skill requirements of CanBay.
 2. The size, structure and nature of the operations of CanBay.
 3. The need to develop vocational skills relevant to CanBay.
- (b) The training plan shall be designed in consultation with the consultative committee.
- (c) The training plan shall, where appropriate, provide for training that is consistent with industry and / or nationally determined competency based standards.
- (d) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
- (e) Selection of participants to receive the required training in accordance with the training plan is to be based on merit and the additional needs of the employee as identified in the employee's performance appraisal.
- (f) In developing the training plan, the council shall have regard to corporate, departmental and individual training needs.
- (iv) If an employee is required by CanBay to undertake training in accordance with the training plan:
- (a) the employee shall be granted paid leave to attend course requirements 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 will be granted paid leave to attend such course requirements shall be specified in the training plan;
 - (c) CanBay shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
 - (d) CanBay shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements; and
 - (e) reasonable travel arrangements shall be agreed.
- (v) CanBay may grant an employee undertaking a course consistent with the training plan, although not at its 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 preference shall be given in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. CanBay may pay course fees at its discretion.

(vi) Development of a Competency Based Training System.

(a) The parties to the agreement are committed to the development of a competency based system of vocational education and training. 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. CANBAY

- (i) It is the intention of the parties to create a flexible agreement in which CanBay can increase the overall efficiency and effectiveness of its services.
- (ii) CanBay should consider the development of enterprise key performance indicators which are specific to local needs.

Registered
Enterprise Agreement

Industrial Registrar

- (iii) Where a CanBay 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) CanBay shall discuss enterprise key performance indicators relating to human resources activities and / or job redesign with the consultative committee.
- (v) Employee(s) or CanBay 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 agreement 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 COMMITTEE

A. AIM

- (i) The parties to this agreement are committed to securing the benefits of structural efficiency through the establishment of consultative and participative processes.
- (ii) CanBay shall establish a consultative committee to provide a forum for consultation between CanBay and its employees to positively co-operate in the implementation of award restructuring and ensuing workplace reform to enhance the efficiency and productivity of CanBay and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

B. SIZE AND COMPOSITION

- (i) (a) The size and composition of the consultative committee shall be representative of CanBay's workforce and agreed to by CanBay and the local representatives from the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

(b) Employee representatives shall include:

Elected representatives, one each from;

- Environmental Services
- Engineering Services
- Support Services

Management representatives determined by Management, and shall not exceed two.

(c) Management representative(s) on the consultative committee shall be nominated by CanBay.

- (iii) Officers of the union or CanBay's industrial representative may attend and provide input to meetings of the consultative committee.

C. 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

D. 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 CanBay 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 27, Grievance and Dispute Procedures set out in this agreement.
- (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 CanBay, 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 CanBay decides that those subclauses are to apply to the appointment.
- (vi) If a position within the organisation structure of CanBay is vacant or the holder of such a position is sick or absent, CanBay 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 CanBay represented by the Association.
- (ii) A grievance or dispute shall be dealt with as follows:
 - (a) The employee(s) shall notify the supervisor 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.

- (iii) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (iv) During this procedure and while the matter is in the course of negotiation, conciliation and / or arbitration, work is to proceed as normal, the work practices existing prior to the dispute shall as far as possible 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, CanBay shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:

Registered
Enterprise Agreement

Industrial Registrar

- (a) 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.
 - (b) The suspension shall not effect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (c) CanBay shall not unreasonably refuse an application for paid leave under this provision.
 - (d) 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 30, Termination of Employment of this agreement.
 - (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 CanBay.

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 CanBay 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.

D. PENALTIES

After complying with the requirements above, CanBay 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

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

B. ACCOMMODATION AND SHELTER

CanBay shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the Occupational Health and Safety Act and Regulations. The parties note the terms of the Industry Code of Practice for the Provision of Amenities in Construction Work.

C. SPECIFIC PROVISIONS

- (i) CanBay 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 in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties 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 CanBay to an agreed amount.

30. TERMINATION OF EMPLOYMENT

- (i) An employee shall give to CanBay two (2) weeks notice of their intention to terminate their employment. If no such notice is provided CanBay shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this agreement.
- (ii) CanBay and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- (iii) CanBay shall give to an employee a period of notice of termination in accordance with the scales set out below in lieu thereof.

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

- (iv) The provision of this clause shall be read subject to the provisions of Clause 31 Workplace Change and Redundancy of this agreement.

31. WORKPLACE CHANGE AND REDUNDANCY

(i) CanBay's Duty to Notify

(a) Where CanBay 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, CanBay shall notify the employees who may be affected by the proposed changes and the union to which they belong.

(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of CanBay'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 this agreement makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(ii) CanBay's Duty to Discuss Change

(a) CanBay 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 CanBay to make the changes referred to in sub-clause (i)(a) and (b) of this clause.

(c) For the purposes of the discussion, CanBay 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 CanBay 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, CanBay 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 a 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.

(c) For the purposes of the discussion, CanBay 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 CanBay shall not be required to disclose confidential information the disclosure of which would adversely affect CanBay.

(vi) Notice to Centre Link

Where a decision has been made to terminate employees, CanBay shall notify Centre Link 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) Four weeks notice to terminate or pay in lieu thereof shall be given except in cases where the employee is 45 years of age or over with 5 years service, where 5 weeks notice 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 CanBay for the purposes of calculating leave entitlements under this agreement.

Registered
Enterprise Agreement

Industrial Registrar

(vi) Severance Pay

(a) This subclause shall apply where an employee is terminated due to redundancy. CanBay 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 CanBay'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;

IF THE EMPLOYEE IS LESS THAN 45 YEARS OF AGE	
COMPLETED YEARS OF SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and beyond	16 weeks pay and 2 weeks pay for each additional years service up to a maximum of 10 weeks pay

Employees aged less than 45 years shall receive an entitlement of up to 26 weeks pay in accordance with the above table.

Registered
Enterprise Agreement
Industrial Registrar

IF THE EMPLOYEE IS 45 YEARS OF AGE AND OVER	
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	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and beyond	20 weeks pay and 2 weeks pay for each additional years service up to a maximum of 6 weeks pay

Employees aged 45 years or age and over shall receive an entitlement of up to 26 weeks pay in accordance with the above table.

- (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 CanBay's employment until the expiry of the notice period.
- (viii) During a period of notice of termination given by CanBay, 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 CanBay the employee shall provide proof of attendance at an interview.
- (ix) If the employee agrees to be redeployed by CanBay 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 Agreement. 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.



- (x) CanBay 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.
- (xi) CanBay 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 Centre Link.
- (xii) In the event that CanBay determines that a position is redundant, CanBay where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xiii) Nothing in this agreement 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 CanBay bound by this agreement
- (xiv) Subject to an application by CanBay and further order of the Industrial Relations Commission on New South Wales, CanBay may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v) above if CanBay obtains acceptable alternative employment for an employee.
- (xv) Nothing in this clause shall restrict an employee with ten years service or more and CanBay from agreeing to further severance payments.

32. IN HOUSE AGREEMENTS

- (i) The parties agree to review operations at enterprise level on an ongoing basis, with the view to providing enhanced flexibility and efficiency. The union shall be advised prior to the commencement of negotiations.
- (ii) This agreement shall apply unless varied either expressly or impliedly by such In House 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) In House 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 CanBay the union and a copy shall be forwarded to the Local Government and Shires Associations of NSW.

33. SAVINGS AND TRANSITIONAL ARRANGEMENTS

- (i) (a) No employee shall receive a reduction in pay as a result of the implementation of this agreement or transfer to CanBay's 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 15, Hours of Work.
- (ii) Where an employee of CanBay has entitlements arising from former Industrial Agreements and or Awards which are varied by this Agreement applying to former employees of Concord Council and or Drummoyne Council shall be preserved. These entitlements include the provisions contained in sub-clause (iii) of this clause.
- (iii) Where an employee had an entitlement under awards or industrial agreements rescinded and replaced by this agreement 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 CanBay 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, CanBay 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 purposes of this subclause such entitlement to payment of untaken sick leave shall be paid in accordance with the following provisions:

1) Employees who transfer or are appointed to CanBay from Concord Council who had an entitlement to the payment of untaken sick leave in accordance with Industrial Agreement No. 8549 shall be paid as follows:

Where the services of an employee are terminated by CanBay for any cause other than serious misconduct or by the employee for any reason, he shall be paid the monetary equivalent of any untaken sick leave accumulated since date of appointment to Concord Council on the following basis:

On Completion of two (2) years or more service with
Concord Council and CanBay - 100 per centum

2) Employees who transfer or are appointed from Drummoyne Council who had an entitlement to the payment of untaken sick leave in accordance with Industrial Agreement No. 6875 shall be paid as follows:

(a) "Accumulated Sick Leave Pay" means-

(i) in relation to an employee who at the operative date of this agreement has not attained the age of 65 years the maximum sum (if any) which would be payable to such employee as sick leave with pay pursuant to any relevant award and where no award is applicable pursuant to any relevant resolution of the council in the event of such employee entering upon unlimited sick leave at the relevant date; or

(ii) in respect of any employee who has attained the age of 65 years at the operative date of this agreement or any employee who subsequent to the operative date of this agreement attains the age of 65 years, the maximum sum (if any) which would have been payable to such employee as sick leave pay pursuant to any relevant award or where no award is applicable pursuant to any resolution of CanBay in the event if such employee having entered upon unlimited sick leave at the date he attained the age of 65 years.

(b) "Sick Leave" means the period during which a servant of the council is unable to attend duty due to sickness.

(c) "Applicable Servant" means-

(i) a servant of CanBay who has continuously served a period of not less than ten years either with Drummoyne Council or with any other council or councils within the State of New South Wales and who while a servant of CanBay retires before attaining the age of 65 years or terminates his employment with the council for any reason or is dismissed for any reason other than serious misconduct except that for any servant who commences service with council on or after 18 August 1982 "Applicable Servant" shall mean a servant of the council who has served an aggregate period of not less than five (5) years with Drummoyne Council or CanBay and who, while a servant of council, retires before attaining the age of 65 or terminates his employment with CanBay for any reason, or is dismissed for any reason other than serious misconduct; or

(ii) a servant of CanBay who while in service of CanBay, after attaining the age of 60 retires or terminates his employment with CanBay for any reason other than serious misconduct, or dies.

(d) "Serious Misconduct" means any act or omission which in the opinion of CanBay constitutes serious misconduct subject to the provisions of the Industrial Arbitration Act, 1940, as amended.

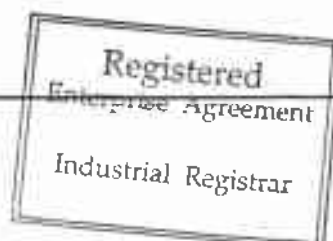
(e) "Three Weeks' Pay" means three times the weekly wage or salary payable to an applicable servant at the relevant date.

(f) "Relevant Date" means the date of termination of an applicable servant's employment with the council.

(g) "Accumulated Sick Leave" means CanBay shall pay to each applicable servant or in the case of death of the applicable servant to his legal personal representatives the lesser of the two following amounts, that is to say:

(i) the sum calculated by multiplying the period of service of the applicable servant with Drummoyne or CanBay up to the relevant date or in respect of applicable servants who have attained the age of 65 years the period of service with Drummoyne Council or CanBay up to the date such age is attained expressed in years or fractions of years by three weeks' pay; or

(ii) the accumulated sick leave pay.



- (iii) Employees who transfer or are appointed from Concord Council who had an entitlement to the payment of a Gratuity in accordance with Industrial Agreement No.8549 shall be paid in circumstances which arise in accordance with sub-clause (ii)(b) of this clause the following:

The average wage over the last fifty two (52) weeks before retirement, comprising of:-

- (a) On completion of ten (10) years service and under fifteen (15) years service one (1) week for each full year of service.

OR

- (b) On completion of fifteen (15) years service and under twenty (20) years service, one and a half (1½) weeks for each full year of service.

OR

- (c) On completion of twenty (20) years service and over, two (2) weeks for each full year of service.

In respect to contributors to the State Authorities Superannuation Scheme, this payment shall not exceed the difference between the maximum amount payable by such fund calculated at a rate of six (6) points per year (to the date of retirement), for the total number of years of all superannuation service and the accumulated pension points at the date of retirement.

The provisions of this Clause shall only apply to those employees who commenced service in Local Government prior to 1st April, 1977.

- (iv) Employees who transfer or are appointed from Drummoyne Council who had an entitlement to the payment of a Gratuity in accordance with Councils Gratuity Policy shall be paid a Gratuity as follows:

After the employee has completed twenty (20) years service with Drummoyne Municipal Council, the Council may pay to him/her (or the personal representative) on the termination of that servant's service with the Council, a gratuity as under:-

- (a) One and one-half weeks salary or wages reckoned at the average for the last fifty-two (52) weeks for each of the first twenty years of service with the Council, and



(b) Two weeks salary of wages for each year in excess of the first twenty years of service with the Council

PROVIDED the employee either:

- has attained the age of 60 years
- retires before the age of 60 years by reason of mental or physical incapacity, such to be supported by a medical certificate acceptable to Council, or
- dies whilst in Council's service before the age of 60 years.

34. LEAVE RESERVED

In the event that Clause 33 of the Local Government State Award is varied then this agreement shall also be varied in accordance with such variation.



PART B

MONETARY RATES

TABLE 1

Clause 9 - Rates of Pay			
Band			Rate per Week \$
	Current	First Pay Period 24/10/98	First Pay Period 24/10/99
(i) Operational Band, Level 1			
T1 at 15 years of age	206.10	212.80	219.70
T2 at 16 years of age or School Certificate	260.60	269.10	277.80
T3 at 17 years of age	309.10	319.10	329.50
T4 at 18 years of age or over or HSC	363.80	375.60	387.80
T5	418.50	432.10	446.10
T6	453.00	467.70	482.90
T7	476.00	491.50	507.50
T8	499.60	515.80	532.60
T9	523.10	540.10	557.70
T10	546.90	564.70	583.10
Note: T stands for Trainee			
Band			Entry Level Rate per Week \$
(ii) Operational Band, Level 2	421.80	436.80	451.80
Operational Band, Level 3	471.90	487.20	503.00
Operational Band, Level 4	529.10	546.30	564.10

Registered
Enterprise Agreement

Industrial Registrar

Band		Rate per Week \$		
		Current	First Pay Period 24/10/98	First Pay Period 24/10/99
(iii)	Administrative/ Technical/ Trades Band, Level 1	523.10	540.10	557.70
	Administrative/ Technical/ Trades Band, Level 2	599.90	619.40	639.50
	Administrative/ Technical/ Trades Band, Level 3	718.10	741.40	765.50
(iv)	Professional/ Specialist Band, Level 1	599.90	619.40	639.50
	Professional/ Specialist Band, Level 2	718.10	741.40	765.50
	Professional/ Specialist Band, Level 3	836.20	863.40	891.50
	Professional/ Specialist Band, Level 4	1013.60	1046.50	1080.50
(v)	Executive Band, Level 1	954.40	985.40	1017.40
	Executive Band, Level 2	1190.80	1229.50	1269.50
	Executive Band, Level 3	1486.20	1534.50	1584.40
	Executive Band, Level 4	1781.40	1839.30	1899.10

Clause 22 (xvi) - Traineeship Wage Rates

School Leaver	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
	134.00 (50%) 156.00 (33%)	165.00 (33%) 187.00 (25%)	228.00
Plus 1 year out of School	187.00	228.00	266.00
Plus 2 years	228.00	266.00	309.00
Plus 3 years	266.00	309.00	353.00
Plus 4 years	309.00	353.00	
Plus 5 years or more	353.00		

MONETARY RATES - TABLE 2

ALLOWANCES

	current	First Pay Period 24/10/98	First Pay Period 24/10/99
Clause 9 (i) Disability Allowance	\$0.22 p.h. or \$8.40 p.w.	\$0.23p.h. or \$8.70 p.w.	\$0.24p.h. or \$9.00 p.w.
Clause 9 (ii) Disability Allowance	\$0.59p.h or \$22.30 p.w.	\$0.61p.h. or \$23.00 p.w.	\$0.63p.h. or \$23.75 p.w.
Clause 9 (iii) Sewer Chokes	\$4.75 p.d.	\$4.90p.d.	\$5.06p.d.
Clause 10 (i)(a) Tool Allowances			
Bricklayer	\$12.80pw	\$12.80pw	\$12.80pw
Carpenter & Plumber	\$17.80pw	\$17.80pw	\$17.80pw
Metal & Mechanical Trades	\$17.80pw	\$17.80pw	\$17.80pw
Painter & Sign writer	\$4.40pw	\$4.40pw	\$4.40pw
Plasterer	\$14.90pw	\$14.90pw	\$14.90pw
Clause 10 (i)(d) Insurance Value	\$1009.00 pa	\$1009.00 pa	\$1009.00 pa
Clause 10(ii) Travelling Allowance			
3 - 10 km	\$2.67pd	\$2.76pd	\$2.85pd
10 - 20 km	\$4.22pd	\$4.36pd	\$4.50pd
20 - 33 km	\$6.47pd	\$6.68pd	\$6.90pd
33 - 50 km	\$7.73pd	\$7.98pd	\$8.24pd
Each additional km	\$1.80per 10kms	\$1.86per 10kms	\$1.92 per 10kms
Clause 15B (iii) On Call Allowance - on ordinary working days	\$11.00pd	\$11.40pd	\$11.80pd
Clause 15B (iv) On Call Allowance - on other days	\$21.70pd	\$22.40pd	\$23.10pd
Clause 15B (v) On Call Allowance - maximum per week	\$65.20pw	\$67.30pw	\$69.50pw
Clause 15D(i) Meal Allowance	\$6.60	\$6.80	\$7.00
Clause 15D(ii) Meal Allowance	\$6.60	\$6.80	\$7.00
Clause 15D(iii) Meal Allowance	\$6.60	\$6.80	\$7.00

Key: p.h. = per hour
p.w. = per week
p.a. = per annum

