

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/206

**TITLE: Orange City Council Wastewater Treatment and Pumping Group
Enterprise Agreement**

I.R.C. NO: IRC00/3315

DATE APPROVED/COMMENCEMENT: 19 July 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees employed in the Wastewater Treatment and Pumping Group by Council

PARTIES: Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division -&- Orange City Council

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Orange City Council

Wastewater Treatment and Pumping Group Enterprise Agreement

FILED IN COURT
GRAYSON, DP
DATE: 19/7/00
*Subscribed
Associate to Grayson, DP*

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1. Title and Intention of the Parties

1.1 This Enterprise Agreement is made in accordance with the provisions of Sections 29 to 47 of the Industrial Relations Act, 1996, and shall be known as the Orange City Council, Wastewater Treatment and Pumping Group Enterprise Agreement and shall provide the basis for entitlements in the areas addressed by the Agreement.

1.2 This Agreement shall apply to all employees employed in the Wastewater Treatment and Pumping Group by Council.

2. The Parties

The Parties to this Agreement are Orange City Council (hereinafter referred to as the 'Council') and the Federated Municipal and Shire Council Employees' Union of Australia (New South Wales Division)(hereinafter referred to as the 'Union').

3. Duress

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

4. Duration

The Agreement shall come into operation from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.

5. Definitions

Award: Award shall mean the Local Government (State) Award 1997, and any Award that succeeds this Award, which prior to the making of this Agreement, provided salaries and conditions of employment for the Wastewater Treatment and Pumping Group.

Council: Shall mean Orange City Council.

Group: Shall mean the Wastewater and Pumping Group, a distinct area of operation within the organisation structure of Orange City Council.

Union: Shall mean the Federated Municipal and Shire Council Employees' Union of Australia (New South Wales Division).

6. Relationship to the Award

- 6.1 This Agreement provides a comprehensive range of conditions of employment to staff of the Group. Where these conditions are also provided in the Award, the conditions as agreed and detailed in this Agreement, shall apply to the extent of any difference.
- 6.2 Where the agreement is silent the provisions of the Award shall apply.
- 6.3 Increases in rates of pay and allowances that occur in the Award shall be reflected by increases in the rates of pay and allowances contained in this Agreement. Such increases shall be of the same quantum and operative on the same date as increases in the Award and there shall be no absorption of such increases for the purposes of this Agreement.
- 6.4 The increases provided by this Agreement shall be in addition to increases that flow from variations to the Award.

7. Purpose of Agreement

- 7.1 The Agreement provides a basis for working together in achieving improved performance and customer service.
- 7.2 The Agreement reflects a commitment by all employees within the Group to act in a responsible manner to each other.
- 7.3 The Agreement also provides an opportunity for improved remuneration and employment security linked to efficiency gains and the acquisition of new skills and knowledge.
- 7.4 The Agreement represents a commitment by the Council and its employees to provide a team approach to meet the needs of the Community.
- 7.5 The purpose of the Agreement is to allow the parties to enter into the processes of change together, to continually improve the quality, efficiency and productivity of Council, providing improved customer service.

7.6 The Agreement reflects a commitment by all employees to participate in broadening the range of skills they exercise, to undertake related training and where necessary, Council will provide meaningful redeployment opportunities to employees in situations where positions are redundant.

7.7 The Agreement aims to achieve the following objectives:

- (i) Establishing a positive direction for the future by working together.
- (ii) Improving remuneration through achievements in efficiency and performance management.
- (iii) Providing a flexible workforce and working arrangements to meet the needs of customers, employees and Council.
- (iv) Increasing employee satisfaction through continuously improving employee relations.
- (v) Developing employee skills which, in turn, will provide enhanced career opportunities and improved job satisfaction.

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7.8 Nothing in this Agreement shall be taken or used to impede, inhibit, or prevent any Council decision taken as a strategy to develop competitive work practices where such works can be identified, specified and submitted for public tendering.

7.9 If Council decides to pursue competitive tendering of services it will do so in accordance with Clause 29 - Competitive Tendering, of the Award.

8. Classification Structure and Rates of Pay

8.1 The rates of pay for the Wastewater Treatment and Pumping Group shall be determined by reference to the Local Government Job Evaluation Questionnaire. The Questionnaire identifies the skills and accountabilities of all positions and determines a work value point outcome for each position. These work value points are used to establish a grading structure and rates of pay as detailed below.

8.2 The relationship between the work value points scored by the position, the grade and the rate of pay is detailed in the following tables.

8.2.1 BASE RATES - Monday to Friday, 38 hour week

GRADE	POSITION	WORK VALUE POINT RANGE	RATES OF PAY AS AT 1 NOV 1999
3	Assistant Operator	141 - 160	\$555.90
6	Assistant Operator	214 - 240	\$645.94
7	Operator	241 - 276	\$669.64
8	Operator	277 - 313	\$698.38
9	Senior Operator	314 - 350	\$727.35
10	Senior Operator	351 - 380	\$755.98
11	Senior Operator	381 - 410	\$861.75
12	Senior Technician	411 - 440	\$907.02
13	Supervisor	441 - 477	\$952.39
14	Supervisor	477 - 513	\$997.77

All permanent staff employed under this agreement will receive the maximum industry disability allowance (\$23.75 as at 1 November 1999) payable 52 weeks per year. (Included in 8.2.1 above).

The method of progression through the Salary Structure above is provided by:

Appendix 1 - Salary System

Existing staff employed at the operative date of the agreement shall not be disadvantaged by the method of progression detailed in Appendix 1- Salary System

8.2.2 Roster Rates

Employees required to work to the roster will receive the rates of pay detailed in table 8.2.1 plus a percentage increase determined by the hours worked on Saturdays and Sundays and detailed in Table 8.2.3.

8.2.3 Table

Working arrangement for Saturday and Sunday	Allowance
3 hours worked 1 weekend in 4.	6%
3 hours worked 1 weekend in 3.	6%
4 hours worked 1 weekend in 4.	6%
4 hours worked 1 weekend in 3.	6%
5 hours worked 1 weekend in 4.	6.5%
5 hours worked 1 weekend in 3.	6.5%
6 hours worked 1 weekend in 4.	6.5%
6 hours worked 1 weekend in 3.	8%
7 hours worked 1 weekend in 4.	7%
7 hours worked 1 weekend in 3.	9%
8 hours worked 1 weekend in 4.	8%
8 hours worked 1 weekend in 3.	10.5%

8.2.4 The Supervisor and/or Senior Technician are required to fill in for Operators who are unavailable to work their rostered shift. When required to do so, all time worked on the weekends will be accrued at time and a half for the first two (2) hours then accrued at double time for all subsequent hours. Alternately, the hours worked during the same pay week as the roster shift occurs can be adjusted, such that the total hours worked, (including the roster shift hours added at the above penalty rates) totals 40 hours.

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9. Basis of Pay Increase

9.1 General

Operational Staff, as a result of this Agreement will receive a pay increase of 14.5%.

The Supervisor and Senior Technician, as a result of this Agreement will receive a pay increase of 2.6316%.

The increases in rates of pay, which are included in the new rates detailed in Table above, are based on the following calculation:

Work Practice Change	Percentage Increase
Operational Staff	
Recognition of multi-skilling, increased workload, increased complexity of duties and deletion of casual staff position.	7.5%
Increase in available work hours by showering in own time.	7%
TOTAL	14.5%
Supervisor and Senior Technician	
Increase in working hours to 40 hours per week	2.6316%

10. Payment of Employees

- 10.1 Council shall pay by the fortnight. Any other period shall be by agreement between Council and the employees affected.
- 10.2 Council shall pay by direct credit to the employee's nominated account. All charges ancillary to such payments shall be met by Council.
- 10.3 Council shall fix a regular pay day for the payment of employees. Council may alter the pay day if there is prior agreement with the employee(s) affected.
- 10.4 Employees shall not suffer any reduction in their ordinary pay where they are prevented from attending work due to bushfire or other climatic circumstances beyond their control.
- 10.5 Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing. Any previously authorised deductions made at time of entering into the enterprise agreement are taken to be made with each employee's authority.

11. Values

11.1 *Customer Service*

Respect for the individual is integral in all relationships between employees, Council and customers.

11.2 *Teamwork*

Council aims to be a team-based organisation. The parties agree to work towards the establishment of workplace reform programs that may include self managed teams. This will require the parties to provide leadership, support and participation in all aspects of workplace change.

11.3 *Consultation and Negotiation*

The parties agree to consult and negotiate in good faith and no party shall seek to take unfair advantage of the other. The parties shall exchange information relevant to the consultation and negotiation process.

The parties will consult jointly to endeavour to reach agreement with employees about issues and initiatives that affect the workplace and employees.

12. Expenses

12.1 *Telephone*

Where an employee and Council agree that a telephone installed at the employee's residence can be used as a means of communication to such employee the Council shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on Council's behalf.

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12.2 Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by Council and where practicable, shall be included in the next pay period. The method and mode of travelling and any other travelling arrangements shall be arranged mutually between Council and the employee. Travelling arrangements shall be agreed between Council and the employee.

12.3 Car Allowance

- (i) 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)	46
2.5 litres (nominal engine capacity) and over	54

- (ii) (a) If the amount payable under this subclause for a car does not equal in any period of three months, a minimum allowance of \$1,518.00 amount of such deficiency shall be paid quarterly by Council to the employee provided that a motor car is available continuously when the employee is on duty.

Provided that, for the purpose of such minimum quarterly allowance, any deficiency so paid shall be taken into account at the end of the year for the purpose of determining the rate per kilometre in respect of kilometres travelled during the year.

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

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- (b) Periods of sick leave in any service year in excess of three weeks and annual leave in excess of four weeks in any service year or annual leave in excess of eight weeks in any two consecutive service years and long service leave shall not be counted and the quarterly period referred to in subparagraph (a) above, shall be extended by such excess period of leave.
- (c) Where by agreement an employee provides their own car for use on official business on an intermittent or casual basis, the employee shall be paid in accordance with paragraph (i) of this subclause and shall not be entitled to payment of the minimum yearly allowance.

13. Residence

Where Council supplies an employee with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between Council and the employee. The rental value as agreed may be deducted from the pay of the employee.

14. Hours of Work

14.1 The ordinary hours of work for Operators in the Wastewater Treatment and Pumping Group, as a result of making this Agreement, shall be one hundred and fifty two (152) in each four (4) week cycle.

The ordinary hours of work for Supervisors in the Wastewater Treatment and Pumping Group, as a result of making this Agreement, shall be one hundred and sixty (160) in each four (4) week cycle.

14.2 Spread of Hours

- (i) The ordinary hours for all employees shall be worked between Monday and Sunday between the hours of 6.00 am and 6.00 pm inclusive and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.

- (ii) All working hours existing at the operative date of this Agreement that have been validly entered into, shall be deemed to have satisfied subclause (i).
- (iii) Any agreement to alter the spread of hours as provided for in subclause (i) must be genuine with no compulsion to agree.
- (iv) Management and the employee(s) concerned may agree upon commencing and finishing times outside the spread of ordinary hours in subclause (i) of this clause.
- (v) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work.

15. Overtime

15.1 Employees working Monday to Friday and not receiving the Roster Allowance as detailed in the table in paragraph 8.2.3 shall be paid overtime consistent with the following provisions:

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or after the agreed completion of ordinary hours, shall be accrued at single time for the first one (1) hours, then paid for at the rate of time and a half for the next one (1) hour and double time thereafter.
- (ii) Overtime worked on Saturday shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter. Provided any overtime commencing after 12 noon Saturday shall be paid for at double time thereafter.
- (iii) Overtime worked on Sunday and Public Holidays 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 he or she has not had at least ten (10) consecutive hours off duty between those times, shall be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If any 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 on a call-back in accordance with this Agreement unless such employees are required to work for four hours or more.

15.2 Employees working to the roster in effect at the operative date of the agreement and who are paid the Roster Allowance as detailed in the table in paragraph 8.2.3 shall be paid overtime consistent with the following provisions:

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or after the agreed completion of ordinary hours, shall be given freely for the first one (1) hour, then accrued at the rate of time and a half for the next one (1) hour and then paid at the rate of double time thereafter.
- (ii) Overtime worked on Saturday shall be given freely for the first one (1) hour, then accrued at the rate of time and a half for the next one (1) hour and then paid at the rate of double time thereafter.

- (iii) Overtime worked on Sunday shall be paid for at the rate of double time for all hours worked.
- (iv) Overtime worked on Public Holidays shall be paid in accordance with clause 16 Public Holidays of this Agreement.
- (v) Overtime shall be claimed within 30 days of it being worked.
- (vi) 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 he or she has not had at least ten (10) consecutive hours off duty between those times, shall be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If any 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 on a call-back in accordance with this Agreement unless such employees are required to work for four hours or more.

15.3 **On Call**

- (i) For the purposes of this Agreement, an employee shall be deemed to be on-call if required by Council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work.
- (ii) The Plant Supervisor and the Senior Technician, shall be rostered to attend call-outs each week and shall be provided with a mobile phone, home modem connection and notebook computer to allow flexibility in the operation of the on-call requirements.

- (iii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by Council. However, an on-call employee must be able to be contacted on the mobile phone provided and be able to respond within the agreed response times.
- (iv) Except in exceptional circumstances, the Plant Supervisor and the Senior Technician shall be rostered to be on-call for a minimum period of one (1) week. When on-call they shall receive a weekly on-call allowance of \$120.00. This on-call allowance shall be annualised and paid as a weekly allowance of \$101.54 for 52 weeks per year and includes payment for the first two (2) hours actually worked responding to call-outs. Any additional hours worked shall be paid at the rate of double time thereafter.
- (v) In the event of extended sick leave or workers compensation (more than 2 consecutive weeks) the allowance will be withdrawn.
- (vi) The weekly on-call allowance shall be adjusted after the term of the Agreement to reflect the average on-call hours actually worked.
- (vii) Where a staff member intends to take a period of Annual or Long Service Leave of one (1) week's duration or more, the leave shall be applied for at least one (1) roster cycle in advance.
- (viii) Staff other than the Plant Supervisor and the Technician shall, if required to be on-call, be paid in accordance with the provisions of the Award.

15.4 **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 (4) 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 call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

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

15.5 **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 of \$7.00.
- (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 of \$7.00. Thereafter, a further meal allowance of \$7.00 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 of \$7.00 after each four hours overtime worked.



16. Public Holidays

- 16.1 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 Orange and all special days proclaimed as holidays to be observed throughout the whole of the State of New South Wales.
- 16.2 Union Picnic Day shall for the purposes of this Agreement, be regarded as a holiday. The Picnic Day shall be observed on the same day as is generally held in Council.
- 16.3 (i) 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.
- (ii) The holiday will be considered to be the hours worked had the employee been at work.
- (iii) 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.
- (iv) Where an employee is required to work ordinary hours on a holiday as prescribed by this Agreement, Council 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.

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

17. Leave Provisions

17.1 Sick Leave

- (i) Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions:
 - (a) The Council shall be satisfied that the sickness is such that it justifies the time off; and
 - (b) That the illness or injury does not arise from engaging in other employment; and
 - (c) That 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) The Council may require employees to attend a doctor nominated by Council at Council's 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 Council and the sick leave entitlements as prescribed has been exhausted, Council 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 Council to Council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis.

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

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

17.2 Carers 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 sub-clause (iii), who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement provided for at Clause 17.1 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 sub-clause where another person has taken leave to care for the same person.
- (iii) The entitlement to use sick leave in accordance with this clause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 1. a spouse of the employee; or
 2. a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 3. a child or an adult child (including an adopted child, a step child, foster child or an ex-nuptial child), parent (including a foster parent, step parent and legal guardian), parents of the spouse, grandparent, grandchild or sibling (including half, foster and step siblings) 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:

- (i) 'relative' means a person related by blood, marriage or affinity;
- (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (iii) 'household' means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of the 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 council, elect to take time off in lieu of payment of overtime accumulated in accordance with the provisions of Clause 15. - Overtime of this Agreement for the purposes of providing care and support for a person in accordance with sub-clause (iii) above.
- (vi) *Make-up Time*
An employee may elect, with the consent of Council, to work 'make-up time', where the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay for the purpose of providing care and support for a person in sub-clause (iii) above.

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(vii) *Annual Leave and Leave Without Pay*

An employee may elect, with the consent of Council, to take annual leave, or leave without pay, for the purpose of providing care and support for a person in sub-clause (iii) above. Such leave shall be taken in accordance with the annual leave and leave without pay provisions of this Agreement.

17.3 Annual Leave

- (i) Annual Leave of absence consisting of four (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 subclause (ii) of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the employee. Where a staff member intends to take a period of Annual Leave of one (1) week's duration or more, the leave shall be applied for at least one (1) On Call roster cycle in advance.

- (ii) Council may direct an employee to take annual leave by giving at least four (4) weeks prior notification in the following circumstances:
 - (a) where the employee has accumulated in excess of eight (8) weeks annual leave

 - (b) a period of annual close-down of up to and including four (4) weeks.

Provided that:

1. Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.

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2. In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, Council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
3. In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with Council 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.
4. 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) Council shall pay each employee before the commencement of the employee's annual leave.
- (iv) On resignation or termination of employment, Council shall pay to the employee any accrued annual leave. In addition, the employee shall be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed week of service. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service.

Provided that the employee shall not receive payment for more than four (4) weeks annual leave for any period of twelve months.

- (v) Where an employee receives a varying rate of pay for six (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.

17.4 Long Service Leave

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

LENGTH OF SERVICE	ENTITLEMENT
After 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

Where a staff member intends to take a period of Long Service Leave of one (1) weeks duration or more, the leave shall be applied for at least one (1) On Call roster cycle in advance.

- (b) An employee who has completed at least five (5) years but less than ten years service with Council shall receive the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in monthly periods.

This payment shall be subject to the termination of employment by Council for any cause, other than serious misconduct, or termination by the employee on account of resignation, 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 (10) years' service with Council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- (ii) (a) Long Service Leave shall be taken at a time mutually convenient to Council and employee in minimum periods of one (1) day provided that all long service leave accruing on or after 23rd June, 1988 shall be taken within five (5) years of it falling due.
- (b) Payment to an employee proceeding on long service leave shall be made by Council at the employee's ordinary rate of pay 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 sub-clause (i) of this Clause, all prior continuous service with Orange City Council and any other Council(s) shall be deemed to be service with Council.

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- (b) Continuity of service shall be deemed not to have been broken by assignment of employment from Orange City Council to another, provided the period between cessation of service with one Council and appointment to the service of another Council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one Council and appointment to the service of another Council.
- (iv) For the purpose of this Clause, service shall include the following periods:
- (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a Council, or from Council.
- (b) In the case of an employee, transferred to the service of a Council of a new or altered area - any period of service with Council from which such employee was transferred.
- (c) 'Service' shall mean service with 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 Orange City Council to another Council, Orange City Council shall pay to the newly employing Council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least 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 Orange City Council and any other Council(s).

A statement showing all prior continuous service with Orange City Council and other 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 Council's Long Service Leave Record.

- (vii) 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.
- (viii) When the service of an employee is terminated by death, Council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.



- (ix) 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 Council within twelve (12) months of termination of service, prior service shall be counted for the purpose of this clause.

17.5 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 Council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

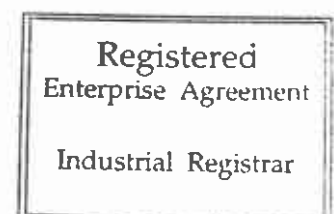
An employee shall notify Council as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give Council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) *Bereavement Leave*

Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a) - (e) below and provides satisfactory evidence to Council of such, the employee shall be granted two days leave with pay upon application.

Persons in respect to 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 (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 the spouse, grandparent, grandchild or sibling (including half, foster and step siblings) 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

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(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 their Trade Union, shall be entitled to paid leave of absence to attend such course; provided that Council shall not be called upon to pay more than 10 days leave per calendar year irrespective of the number of Council employees who attend the aforementioned courses.

(iv) *Union Conference Leave*

An employee of Council 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 from Council, such leave with pay is at the discretion of Council.

17.6 Leave Without Pay

- (i) Periods of leave without pay be approved in certain circumstances, shall be taken at a time mutually convenient to Council and the employee and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (ii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

18. Part-Time Employment

18.1 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 14. - Hours of Work of this Agreement.

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

18.3 Prior to commencing part-time work the Council and the employee shall agree upon the conditions under which the work is to be performed including:

- (i) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
- (ii) The nature of the work to be performed.
- (iii) The rate of pay as paid in accordance with this Agreement.

18.4 The conditions may also stipulate the period of part-time employment.

18.5 The conditions may be varied by consent.

18.6 The conditions or any variation to them must be in writing and retained by Council. A copy of the conditions and any variations to them must be provided to the employee by Council.

18.7 (i) 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.

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

18.8 A part-time employee may work more than their regular number of hours as their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 14 - Hours of Work of this award, the provisions of Clause 15 - Overtime, shall apply.

18.9 Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

18.10 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.

18.11 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.

19. Casual Employment

19.1 A casual employee shall mean an employee engaged on a day-to-day basis.

19.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 14. - Hours of Work.

19.3 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 14. - Hours of Work.

19.4 In addition, the amounts prescribed by sub-clause 19.3, 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.

19.5 A casual employee shall not replace an employee of Council on a permanent basis.

20. Job Share Employment

(i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.

(ii) (a) Job sharing shall be entered into by agreement between the Council and the employees concerned.

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- (b) Such agreement shall be referred to the Consultative Committee for information.

- (iii) Council and the job sharers shall agree on the allocation of work between job sharers.

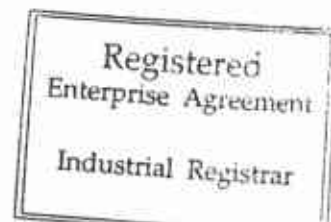
- (iv)
 - (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 14 - Hours of Work of this Award.
 - (b) The job sharers in conjunction with Council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.

- (v)
 - (a) In the absence of a job sharer the remaining job sharer(s) may be required by Council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
 - (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.

- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 14 - Hours of Work of this Award the provisions of Clause 15 - Overtime shall apply.

- (vii) Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.

- (viii)
 - (a) Job sharers shall have access to all provisions of this Award including training and development.
 - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.



- (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
 - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
-
- (ix) In the event of a job sharer vacating the position Council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
 - (x) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by Council.

21. Consultative Committee

Council shall maintain a consultative committee consistent with the provisions of Clause 22 Consultative Committees of the Local Government (State) Award.

22. Appointment and Promotion

Appointments and promotions shall be made in accordance with the provisions of Clause 23 Appointment and Promotion of the Local Government (State) Award.

23. Training and Development

23.1 *Training Plan*

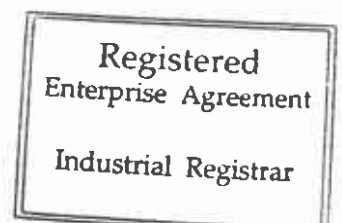
- (i) Council shall develop a training plan consistent with the current and future skill requirements, the size, structure and nature of the operation and the need to develop vocational skills.

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- (ii) The training plan shall be designed in consultation with the consultative committee.
- (iii) The training plan shall, where appropriate, provide for training that is consistent with industry and/or nationally determined competency based standards.
- (iv) The training plan shall provide for the assessment and recognition of an employee's current competencies where possible.
- (v) Selection of participants to receive Council required training in accordance with Council's training plan is to be based on merit and the needs of the employees as identified in the employee's performance appraisal.

23.2 If an employee is required by Council to undertake training in accordance with Council's training plan:

- (i) Council shall grant the employee paid leave to attend course requirements where the training is undertaken during ordinary working hours.
- (ii) Where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period, the extent to which Council will grant paid leave to attend such course requirements shall be specified in the training plan.
- (iii) Council shall pay course fees at the commencement of each stage but not pay course fees if the employee is repeating.
- (iv) Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements; and
- (v) Reasonable travel arrangements shall be as agreed.



23.3 Council may grant an employee undertaking a course consistent with Council's training plan, although not at Council's requirement, leave with pay or without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave, Council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.

24. Use of Skills

24.1 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 Council to be used as an adjunct to the employee's normal duties.

Employees who are required by Council 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:

- (i) the employee shall be accredited as appropriate;
- (ii) prepared to be identified in the Council as possessing additional skill(s);
- (iii) available to use the additional skill(s) as required by Council;
- (iv) recognised by Council as a regular user of the additional skill(s) as an adjunct to their normal duties.

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

24.2 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.

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

24.4 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.

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

25. Disputes and Grievance Resolution

25.1 The parties are strongly committed to consultation and joint problem solving.

25.2 The parties to the Agreement confirm their commitment to a need for ensuring reliability of performance in the interest of ratepayers, Council and the employees of Council.

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25.3 The aim of this procedure is to ensure that where there is a potential for dispute, agreed steps are followed to ensure prompt resolution of the issue through a process of conciliation where the parties act in good faith. These steps should start at the workplace and involve minimum formality.

25.4 *Matters Likely to Become Industrial Disputes*

The parties shall respectively notify each other as soon as possible of any industrial matter which in the opinion of that party, might give rise to an industrial dispute.

25.5 *Disputes at Job Level*

In the event of a dispute/grievance arising at job level, the employee(s) and the person in charge shall immediately confer at the job level and shall attempt to resolve the issue without delay.

25.6 *Lack of Agreement at Job Level*

If no agreement can be reached at job level, a delegate or employee representative shall discuss the matter in dispute with the relevant Manager or his/her representative.

25.7 *Lack of Agreement at Manager Level*

If no agreement can be reached at Manager level, then discussions shall take place between the General Manager and the employer concerned, or their representative, in order to resolve the issue.

25.8 At any stage in the above procedures, a party to the grievance or dispute may:

- * request the involvement of higher level management
- * seek assistance from a representative of the employee's Union
- * seek assistance from the Local Government Association
- * refer the matter to the Industrial Relations Commission

25.9 *Continuity of Work*

Pending completion of the above procedure, work shall continue as normal without interruption. No party shall engage in provocative action and pending resolution of the dispute the circumstances existing prior to the dispute shall as far as practicable continue.

26. **Disciplinary Procedures**

26.1 *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 that 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.

26.2 *Employer's Rights and Obligations*

Notwithstanding the procedures contained below, a Council shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) 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) Council 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 28, Termination of Employment of this Agreement.
- (v) Be entitled to request the presence of a union representative at any stage.

26.3 *Procedures*

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

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

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

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

- (iii) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (iv) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.

26.4 Penalties

After complying with the requirements above, Council may:

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

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27. Occupational Health and Safety

27.1 Objective

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

27.2 Accommodation and Shelter

Council 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.

27.3 Specific Provisions

- (i) Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.
- (ii) Vehicles and plant used 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.

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- (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.
- (vi) Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by Council to an agreed amount.

28. Annualisation of Wages

28.1 A commitment exists from all parties to investigate the annualisation of wages at the expiration of this Agreement.

28.2 Annualisation of wages is seen as a benefit to all parties.

28.3 Data is to be collected over the period of this Agreement to allow accurate calculation of the impact of the annualisation of wages.

29. Key Performance Indicators (KPIs)

29.1 KPIs are to be investigated and developed within the first twelve (12) months of the Agreement and implemented for the second twelve (12) months of the agreement. (Time to start from the date of signing of the agreement).

29.2 Management and employees in the Wastewater Treatment and Pumping Group are to have input into the development of the KPIs.

29.3 KPIs shall address, but not be limited to, the following issues: E.P.A. licence compliance, operations cost, bonuses and penalties.

30. Renegotiation of the Agreement

The parties to this Agreement shall meet to renegotiate the provisions contained herein three (3) months prior to the date of its cessation.

31. Signatories to the Agreement

In signing this Agreement, the parties agree that the rates of pay and the implementation of the conditions provided for in this Agreement will take effect retrospectively from 1 July 1999.

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APPENDIX 1 - SALARY SYSTEM

The Wastewater Treatment and Pumping Group Enterprise Agreement provides for four (4) classifications – Assistant Operator, Operator, Senior Operator and Supervisor.

The Assistant Operator position has four (4) levels of progression relating to Grades 3 to 6 of Council's Salary Structure respectively. The method of progression is outlined below and relates to the acquisition of Qualifications and Competencies as detailed in Table 1. Selection of the target qualifications and or competencies for each progressive step will be made by the Supervisor, in consultation with the staff member and subject to availability of the appropriate training. Council will ensure that, within reason, the appropriate training will be made available to satisfy each employees training program.

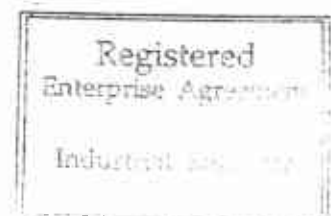
Progression from Grade 3 to Grade 8 will be automatic subject to the attainment of the agreed qualifications, competencies and satisfactory annual appraisals.

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Table 1

Schedule of QUALIFICATIONS and COMPETENCIES

QUALIFICATIONS	COMPETENCIES
Ladder Safety	OH&S – Site Specific
Brushcutter Safety	WWTP Site Familiarity
Light Rigid Truck Licence	Centrifuge Operations
Skid Steer Loader Licence	Chlorine System Operations
Chemical Handling	Computer Skills – Basic
Environmental Awareness	WWTP Mechanical Operations Familiarity
Front End Loader Licence	Pump Station General Operations
In-House Training Program - Level 1	Computer Skills – Scada System
In-House Training Program - Level 2	WWTP Process Familiarity
In-House Training Program - Level 3	Pump Station Maintenance
Dept. Land & Water Conservation	Cadia Reuse System Operation
Operators Certificates	Area Operation Responsibility
Confined Spaces	Spring Hill WWTP Operation & Maintenance
Heavy Rigid Truck Licence	Mechanical Maintenance
Dangerous Goods Transport Licence	Ability to Act for Supervisor
OTEN Wastewater Certificate	



1. ASSISTANT OPERATOR

Assistant Operator Grade 3 - an entry level new employee with few skills relating to the work area.

Progression to Grade 4 after 3 months probation and acceptable appraisal report.

Assistant Operator Grade 4 – entry level permanent employee.

Progression from Grade 4 to Grade 5 and Grade 5 to Grade 6 is achieved by attaining five (5) and six (6) respectively, selected Qualifications and/or Competencies.

Assistant Operator Grade 6 - Progression to Operator Grade 7 and Grade 7 to Grade 8 is achieved by acquiring six (6) and six (6), respectively, further selected qualifications and or competencies and satisfactory annual appraisals.

Operator Grade 7 – Entry level for qualified tradesperson.

Operator Grade 8 – Progression from Operator Grade 8 to Senior Operator Grade 9 is achieved by attaining four (4) further qualifications and or competencies, a satisfactory annual appraisal and the recommendation of the Supervisor.

2. SENIOR OPERATOR

Senior Operator Grade 9 – Progression from Operator Grade 9 to Operator Grade 10 is achieved subject to experience, level of responsibility, attaining a satisfactory annual appraisal, the recommendation of the Supervisor and the staff member must be competent to act for the supervisor during periods of absence.

Senior Operator Grade 10 – The limit of grade progression for operational staff. Two (2) further grades are available subject to experience, qualifications, level of responsibility of duties satisfactory appraisal and the recommendation of the Supervisor.

Senior Technician Grade 12 – Senior tradesman with high level of technical skill and qualifications. Capable of acting for the Supervisor.

3. SUPERVISOR

Progression to a Supervisory position is by appointment. Supervisory positions have two (2) levels of progression:- Grade 13 and Grade 14 of Council's Salary Structure respectively. The method of progression is by recognition of level of responsibility of duties. Attaining higher level qualifications eg. OTEN qualifications in Wastewater Treatment and the experience and competency to assume responsibility for the day to day operation of the treatment plants and pumping stations.

Council is committed to providing the training required to progress through the salary system and recognises that for the group to achieve maximum efficiency, all staff should have skills commensurate with at least Operator Grade 8.

SIGNED on behalf of)
ORANGE CITY COUNCIL)
in the presence of)

Orange 10/4
.....
General Manager

M. Ryan
.....
Witness

SIGNED on behalf of)
FEDERATED MUNICIPAL AND)
SHIRE COUNCIL EMPLOYEES UNION)
OF AUSTRALIA (NEW SOUTH)
WALES DIVISION))
in the presence of)

Paul Marzago
.....
General Secretary

[Signature]
.....
Witness

