

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/262

TITLE: Orange City Council Civic Square Enterprise Agreement 2000-2001

I.R.C. NO: 2000/1846

DATE APPROVED/COMMENCEMENT: 6 July 2000

TERM: 14 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA97/95.

GAZETTAL REFERENCE: 6 October 2000.

DATE TERMINATED:

NUMBER OF PAGES: 50



COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees employed at the Civic Square, located in Byng Street Orange, which includes staff in the following occupations; Secretary, Administrative Officer, Clerk, Health and Building Surveyor, Engineer, Accountant, Computer Operator, Ordinance Inspector, Planner and Manager

PARTIES: Robert Neil Absolon -&- Melissa Jane Aylward, Steven Charles Basha, Wayne Robert Beatty, John Charles Benton, Grant Anthony Blizzard, Timothy Gerard Bonser, John James Boyd, David Leslie Broom, Brenda Barbara Buerckner, Cherylynnne Claire Carden, Vanessa Jane Caro, Michelle Kaye Clifford, Colin John Corben, Brian Dennis Corby, Tammie Louise Cubbin, Micheal Robert Curran, Gail Denise Darley, Ian Maxwell Davidson, Wayne Graham Davis, Jennifer Lynne Derrick, Neil John Diamond, Desmond Neil Dickson, Matthew Vernon Duncombe, Robin David Edwards, Karen Merylyn English, William Fairgrieve, Kerrie Anne Ferguson, Kelvin John Gardiner, Renee Suzanne Gaviv, Lynette Sue Gough, Geoffrey John Hamilton, Dennis Alfred Hines, Beverley Ann Hiney, Nigel Adam Hobden, Anne Hopwood, Maureen Anne Horth, Allan Stanley Johnston, Christine Maree Johnston, Nancy Ann Jones, Rodney Thomas Keevil, John Francis Kennedy, John Ivan Kich, Marc Kiho, Carolyn Anne Kind, Christopher John Littlewood, Melissa Nicole Markwort, John Thomas Marshall, Patrick James McDonald, Linda Gaye McFadden, Michael Leon McFadden, Eva McGarr-Kalinowski, James Raymond McKechnie, Kay Stella McNamara, Wendy Jean Miller, William John Miller, Nerida Susan Mills, Douglas Vandervalk Moore, Margaret Anne Morgan, Ronald Bruce Nalder, Heather Jean Nicholls, Nicole Maree Noble, Orange City Council, Rosemary Anne Parker, Wayne Maurice Penrose, Geoffrey John Porter, Kenneth Bruce Pratt, Rosemary Reid, Allan Brian Renike, Annette Rae Richards, Jan Elizabeth Richards, Andrew James Saunders, Therese Maree Schmich, Cheryl Lynette Sharwood, Donna Leanne Sims, Andrew James Sloan, Nathan Alan Smith, Roger Anthony Smith, Christine Elfriede Stanger, Kevin Swain, Sharon Margaret Szaszgow, Alison Gracie Thorn, Michael James Thorpe, Andrew Arthur Wannan, Kent Edwin White, John Randell Williamson, John Charles Woodland

FILED IN COURT
GRAYSON, DP
DATE: 6 July 2000

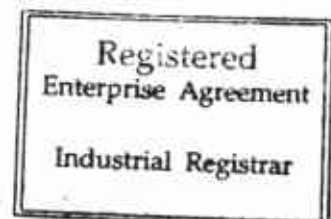
ORANGE CITY COUNCIL
CIVIC SQUARE ENTERPRISE
AGREEMENT

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2000 - 2001

INDEX

Clause No.	Title	Page No.
1	Title and Intention of the Parties	3
2	The Parties	3
3	Duress	3
4	Duration	3
5	Definitions	3
6	Relationship with the Award	3
7	Purpose of Agreement	4
8	Classification Structure and Rates of Pay	5
9	Timing and Quantum of Pay Increases	7
10	Payment of Employees	7
11	Values	8
12	Expenses	8
13	Working Hours	9
14	Overtime	10
15	Public Holidays	13
16	Leave Provisions	14
17	Part-time Employment	25
18	Casual Employment	26
19	Job Share Employment	27
20	Disputes and Grievance Resolution	27
21	Disciplinary Procedures	28
22	Occupational Health and Safety	31
23	Additional Severance Entitlements	31
24	Renegotiation of the Agreement	32
25	Signatories to the Agreement	32



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 Civic Square 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 at the Civic Square which includes staff in the following occupations; Secretary, Administrative Officer, Clerk, Health and Building Surveyor, Engineer, Accountant, Computer Operator, Ordinance Inspector, Planner and Manager. The Civic Square is located in Byng Street, Orange.

2. The Parties

The Parties to this Agreement are Orange City Council (hereinafter referred to as the Council) and the employees employed in the Civic Square as represented by the Civic Square Staff Negotiation Committee.

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 fourteen (14) months.

5. Definitions

Award: Shall mean the Local Government (State) Award 1997, and any Award which succeeds this Award.

Council: Shall mean Orange City Council.

6. Relationship with the Award

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award.
- 6.2 The increases in rates of pay contained within this Agreement shall be paid in lieu of any Award increases that occur during the life of this Agreement. Allowances and other money amounts detailed in this Agreement shall be increased consistent with movements in the Award.

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Enterprise Agreement

Industrial Registrar

6.3 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

6.4 Where this Agreement is silent the Award shall prevail.

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 of Council 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 productivity 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 and 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 to accept redeployment from a position made redundant. Council shall, in an effort to support this commitment, provide the training necessary to achieve these objectives.

7.7 Developing the Agreement aims to support the achievement of the following objectives:

- (i) Establishing a positive direction for the future by working together.



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- (ii) Improving employee remuneration through achievements in productivity 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.

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.

Employees affected by any of these strategies will be redeployed in accordance with the relevant clause of this Agreement.

8. Classification Structure and Rates of Pay

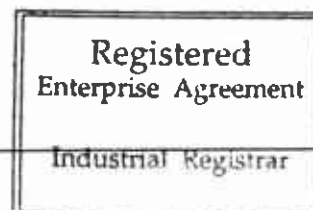
8.1 The rates of pay of positions within the Civic Square shall be determined by reference to the Local Government Job Evaluation System. The Questionnaire identifies the skills and accountabilities of all positions and determines a work value point outcome for each position. These work value points 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 table below.

GRADE	WORK VALUE POINT RANGE	RATES OF PAY	
		as at 1 April 2000	as at 1 October 2000
1	100-120	\$595.37	\$601.32
2	121-140	\$619.97	\$626.17
3	141-160	\$644.56	\$651.01
4	161-186	\$669.15	\$675.84
5	187-213	\$696.98	\$703.95
6	214-240	\$724.81	\$732.06
7	241-276	\$752.79	\$760.32
8	277-313	\$786.37	\$794.23
9	314-350	\$820.03	\$828.23
10	351-380	\$853.52	\$862.06
11	381-410	\$909.77	\$918.87
12	411-440	\$965.58	\$975.24
13	441-476	\$1,021.68	\$1,031.90
14	477-513	\$1,077.79	\$1,088.57
15	514-550	\$1,133.75	\$1,145.09
16	551-586	\$1,189.70	\$1,201.60
17	587-623	\$1,273.94	\$1,286.68
18	624-660	\$1,357.88	\$1,371.46
19	661-690	\$1,442.12	\$1,456.54
20	691-720	\$1,526.20	\$1,541.46
21	721-750	\$1,610.28	\$1,626.38
22	>750	\$1,694.22	\$1,711.16

8.3 Employees in receipt of a payment in excess of the rate of pay specified for their Grade in the table above shall have their actual rate of pay increased by the percentage adjustments outlined in clause 9.



9. Timing and Quantum of Pay Increases

9.1 General

(i) The rates of pay detailed in the table above shall be increased by the percentage adjustments detailed below and shall be operative from the first full pay period to commence on or after the date specified within each of the stages.

(ii) All allowances prescribed by this Agreement shall be increases by the percentage detailed below, which is applicable to full-time employees of Council, and shall be operative from the first full pay period to commence on or after the date specified within each of the stages.

9.2 Stage 1

All employees, covered by this Agreement, shall receive an increase of 2 per cent in the rates of pay which apply to their positions. The increase shall be operative on and from 1 April 2000.

9.3 Stage 2

All employees covered by this Agreement will receive a further increase of 1 per cent in rates of pay on and from 1 October 2000.

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. Council shall meet all charges ancillary to such payment.

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 employees 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.

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Enterprise Agreement**

Industrial Registrar

10.5 Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.

10.6 Council shall fix a regular pay day for the payment of employees. Council may only pay employees on any other day if an agreement is reached between Council and the employee(s) affected.

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

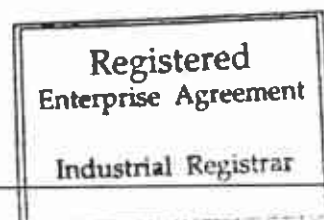
The parties agree to consult and negotiate in good faith and no party shall seek to take unfair advantage of the other.

The parties will consult jointly with the endeavour to reach agreement about issues and initiatives which affect the workplace and employees' working conditions.

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 the actual charge made for all outward calls made on Council's behalf.



12.2 **General 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.

13. **Working Hours**

13.1 General

A flexible approach shall be adopted by management and staff in relation to normal working hours and working arrangements and the focus of such flexibility shall be to ensure that customers, whether they be internal or external, are provided with a superior level of service.

13.2 Working Hours

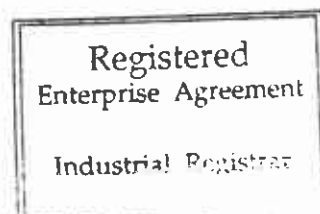
Ordinary working hours shall be 39 per week, to be worked from Monday to Friday inclusive, and shall not exceed (12) hours in any one day exclusive of unpaid meal breaks.

13.3 Meal Break

The Manager shall ensure adequate service levels are provided in the luncheon period and that each employee is given and takes a meal break of a minimum of 30 minutes and a maximum of one (1) hour between 12:00 noon and 2:00 pm. A meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work.

13.4 Alteration of Ordinary Working Hours

Any agreement to alter the spread of hours must be genuine with no compulsion to agree.



14. Overtime

14.1 General

(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 paid for at the rate of time and a half for the first two hours and double time thereafter.

(ii) Overtime worked on Saturday shall be paid for at the rate of time and a half up to 12 noon and work after 12 noon Saturday shall be at double time.

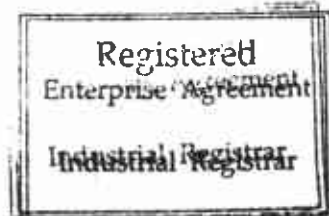
(iii) Overtime worked on Sunday shall be paid for at the rate of double time.

(iv) Overtime shall be claimed within 30 days of it being worked, except where a specific aggregate rate is determined for the position which provides for the payment of overtime by averaging the entitlement over an extended period.

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



(vi) Where there is prior agreement between Council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. Time off in lieu shall be taken at a time mutually convenient to the employee and the relevant manager. This paragraph shall not apply to employees who are on call or called back to work.

14.2 On-Call

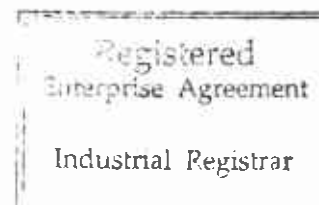
(i) For the purposes of this Agreement, an employee shall be deemed to be on-call if required by Council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work.

(ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by Council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.

(iii) Employees required to be on-call shall receive payment for the period that they are required to be on-call based on one of the following alternative methods:

- (a) On-call payments made consistent with the provisions of paragraphs (iv), (v) and (vi) of this subclause.
- (b) A higher amount of on-call payment where an agreement has been reached between management and the employee(s) involved which takes account of the overtime that would otherwise be paid for time worked.
- (c) An annualised payment which has been agreed between management and the employee(s) involved which takes into account on-call payments, overtime worked and the ordinary rate of pay which applies to the position.

(iv) 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 12. Service Based Flexible Working Hours shall be paid an on-call allowance of \$12.00 for each such day the employee is required to be on-call.



(v) Employees required to be on-call on days other than their ordinary working days shall be paid a minimum on-call allowance of \$23.60 for each such day the employee is required to be on-call.

(vi) Provided that the on-call allowances in subclauses (ii) and (iii) of this subclause shall not exceed \$70.90 for any one week.

(vii) 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.

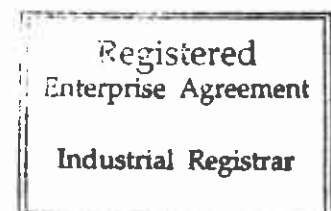
(viii) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day to be taken at an agreed time.

14.3 **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 subclause (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 subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.



14.4 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 \$7.20.

(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 \$7.20.

Thereafter, a further meal allowance of \$7.20 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 \$7.20 after each four hours overtime worked.

15. Public Holidays

15.1 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 NSW.

15.2 Picnic Day shall, for the purposes of this Agreement, be regarded as a holiday. The Picnic Day shall be on Melbourne Cup Day, the first Tuesday in November.

15.3 (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.

16. Leave Provisions

16.1 Sick Leave

(i) Employees who are unable, due to sickness, to attend for work 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) 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 two (2) days absence, or after three (3) separate non-certificated absences 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 shall include, but not be limited to, certification from a qualified medical/health practitioner, registered with the appropriate government authority.

(iii) 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 the balance of the entitlement to sick leave not taken in any one year of service may be taken in a subsequent year or years.

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(v) Where an employee has had 10 years' service with Council and the sick leave entitlement as prescribed has been exhausted, Council may grant such additional leave as, in its opinion, the circumstances 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 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.

16.2 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) 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 15.1, Sick Leave of this Agreement, for absences to provide care and support for such persons when they are ill. Carer's leave will also be available to an employee when they are required to accompany a relative to a medical appointment where there is no element of emergency. 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 the 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 or 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.

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(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 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 accumulated in accordance with the provisions of this Agreement for the purpose of providing care and support for a person in accordance with subclause (iii).

(vi) Makeup: An employee may elect, with the consent of Council, to work "make-up time", under which the employee takes time off during ordinary hours and works those hours at a later time, within the spread of ordinary hours provided in the contract, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (iii).

(vii) Annual Leave and Leave Without Pay: An employee may elect, with the consent of Council, to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (iii). Such leave shall be taken in accordance with subclause 16.3, Annual Leave of this Agreement.

16.3 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 (ii), shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the employee.

(ii) Council 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:

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

(2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, Council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.

(3) 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.

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Industrial Registrar

(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 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.

16.4 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

(b) An employee who has completed at least five 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.



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- (c) Where an employee has completed more than ten 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 the employee in minimum periods of one (1) day provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.
- (b) Payment to an employee proceeding on long service leave shall be made by Council at the employee's ordinary rate of pay at the time the employee enters upon the leave.
- (c) An employee who has completed five years' service with Council may take a period, or periods, of long service leave. Such leave shall be taken at a time which is convenient to the employee and their manager.
- (d) 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 Orange City Council and any other council(s) shall be deemed to be service with Council.



(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:

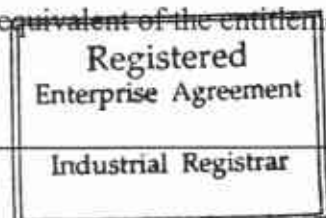
(a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a council, or from council.

(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 the council from which such employee was transferred.

(c) Service shall mean all 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) Where Council which has received under subclause (vi) of this clause a monetary equivalent on long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing Council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing Council(s) the amount paid.

(viii) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 15. Public Holidays 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 Council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.

(x) Where an employee's service is terminated through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by Council within 12 months of termination of service, prior service shall be counted for the purpose of this clause. This subclause does not apply to seasonal employment.

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16.5 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) – (d) 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 or de facto spouse of the employee, or
- (b) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including foster, step parents 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
- (c) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (d) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

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Industrial Registrar

-
- (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 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.

(v) Study Leave

- (a) Council shall provide study leave of one working day in order that Civic Square staff may prepare for examinations in Council approved courses of study. Council shall provide study leave for examinations in Council approved courses of study.
- (b) Council shall provide study leave in order that Civic Square staff may undertake field schools and residential schools and such leave does not include time to travel to and from the place of study.

(vi) Accrued Leave

- (a) Employees employed pursuant to this Agreement shall receive accrued leave in addition to all other forms of leave provided within the Agreement of five (5) days per year. Such leave shall accrue from 1 July each year and shall be available to the employee on the same basis as Annual Leave.

Registered
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Industrial Registrar

(b) Each employee may chose to receive the accrued leave or alternatively may enter into an agreement with Council to be paid an increase in their ordinary rate of pay of 0.5 per cent for each day of additional leave conceded. The number of days exchanged for an increase in the ordinary rate of pay shall be a minimum of 5 days and the exchange shall be at the employee's sole discretion. Such additional payment shall be operative from 1 July in the year in which the choice is made.

16.6 Leave Without Pay

(i) Periods of leave without pay may 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.

17. Part-time Employment

17.1 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 12. Service Based Flexible Working Hours of this Agreement.

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

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

(i) The hours to be worked by the employee, the days upon which they will be worked and the commencing times for the work; and

(ii) The nature of the work to be performed; and

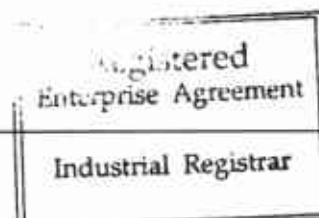
(iii) The rate of pay as paid in accordance with this Agreement.



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- 17.4 The conditions may also stipulate the period of part-time employment.
- 17.5 The terms of the agreement may be varied by consent.
- 17.6 The conditions or any variation to them must be reduced to writing and retained by Council. A copy of the conditions and any variation to them must be provided to the employee by Council.
- 17.7 Where it is proposed to alter a full-time position to become a part-time position Council and the employee shall agree upon the conditions, if any, of return to full-time work.
- 17.8 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. In such cases overtime shall only be paid where the employee works outside the spread of hours established within the work area.
- 17.9 Part-time employees shall receive all the conditions prescribed by the agreement on a pro-rata basis of the regular hours worked. An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 17.10 Where a public holiday falls on a day which a part-time employee would have regularly worked, the employee shall be paid for the hours normally worked on that day.
- 17.11 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.

18. Casual Employment

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



18.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 13. Service Based Flexible Working Hours.

18.3 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 12. Service Based Flexible Working Hours.

18.4 In addition to the amounts prescribed by 18.2, 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.

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

19. Job Share Employment

Nothing in this Agreement shall restrict Council's ability to enter into job sharing arrangements with its employees.

20. Disputes and Grievance Resolution

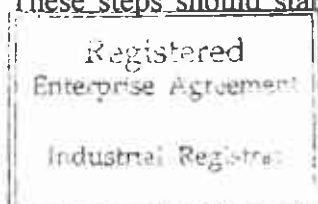
20.1 The parties are strongly committed to consultation and joint problem solving.

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

20.3 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.

20.4 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.



20.5 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.

20.6 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 their representative.

20.7 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 employee concerned, or their representative, in order to resolve the issue.

20.8 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.

20.9 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 continue.

21. Disciplinary Procedures

21.1 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.

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Enterprise Agreement

Industrial Registrar

(iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file that 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 the unions at any stage.

(v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

21.2 **Employer's Rights and Obligations**

Notwithstanding the procedures contained below, 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 terminate an employee's services in accordance with Clause 22 - Termination of Employment of this Agreement.

(iv) Be entitled to request the presence of a union representative at any stage.

21.3 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 recurrence of the 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 shall be taken.

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21.4 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.

22. Occupational Health and Safety

- 22.1 Council shall supply employees with protective clothing suitable to the nature of the work performed and the work environment.
- 22.2 Employees shall be supplied with sufficient cool drinking water containers to ensure that sufficient clean, cool drinking water shall be available throughout the day.
- 22.3 No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- 22.4 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 an agreed amount.

23. Additional Severance Entitlements

Where an employee with five years and more service is terminated due to redundancy they shall be entitled to at least the severance payments detailed in the table below.

COMPLETED YEARS OF SERVICE WITH COUNCIL	ENTITLEMENT
5 years and less than 6 years	16 weeks pay
6 years and less than 7 years	20 weeks pay
Each additional completed year	An additional 2 weeks per year of service.

24. Renegotiation of the Agreement

The parties to this Agreement shall meet to renegotiate the provisions contained herein six (6) months prior to the date of its cessation. Should there be no agreement between the parties the existing provisions shall remain in force until rescinded by the making of a new Enterprise Agreement.

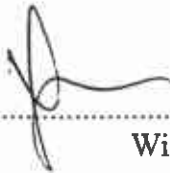
25. Signatories to the Agreement

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 from the date approved by the Industrial Relations Commission of New South Wales.

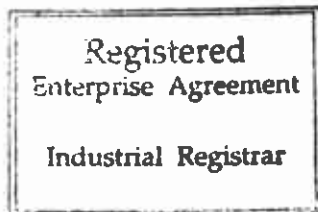
SIGNED on behalf of)
ORANGE CITY)
COUNCIL)
in the presence of)



General Manager



Witness



SIGNED *James Rayman McKechnie*)

in the presence of)

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SIGNED *KENNETH BRUCE PRATT*)

in the presence of)

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SIGNED *ANDREW ARTHUR N WANNAN*)

in the presence of)

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SIGNED *Heather Jean Nicholls*)

in the presence of)

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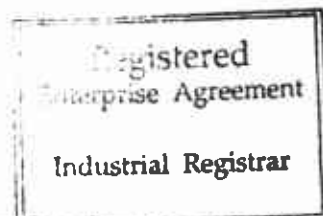
SIGNED *Jayne Wargmann*)

in the presence of)

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SIGNED Claire Cornwall)

in the presence of)


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SIGNED Rod Keevil)

in the presence of)


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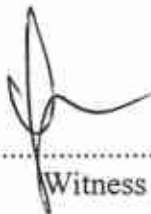

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SIGNED Nancy Jones)

in the presence of)


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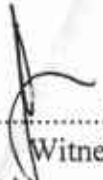

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Witness

SIGNED Tammie Cubbin)

in the presence of)


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Witness

SIGNED KATHY MEDCALF)

in the presence of)


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Witness

Registered
Enterprise Agreement
Industrial Registrar

SIGNED ALLAN JOHNSTON)
in the presence of)

Johnston

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Witness

SIGNED CHRISTINE JOHNSTON)
in the presence of)

Chr Johnston

[Signature]
Witness

SIGNED LINDA McFADDEN)
in the presence of)

Linda McFadden

[Signature]
Witness

SIGNED MELISSA MARKWORT)
in the presence of)

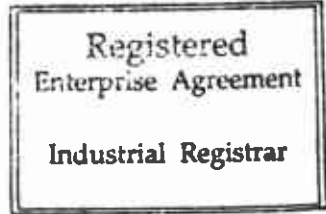
M Markwort

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Witness

SIGNED BRENDA BUERCKNER)
in the presence of)

B. B. Buerckner

[Signature]
Witness



SIGNED WILLIAM FAIRGRIEVE)

in the presence of)

W Fairgrieve

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Witness

SIGNED JOHN WILLIAMSON)

in the presence of)

J R Williams

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Witness

SIGNED Maureen Horth)

in the presence of)

M Horth

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Witness

SIGNED CAROLYN KIND)

in the presence of)

Carolyn Kind

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SIGNED MICHAEL McADAM)

in the presence of)

[Signature]

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Witness



SIGNED MARC KIRO)

in the presence of)

Marc Kiro

Witness

SIGNED Jennifer Derrick)

in the presence of)

Jennifer Derrick

Witness

SIGNED Lynn Cough)

in the presence of)

Lynn Cough

Witness

SIGNED Michael Thorpe)

in the presence of)

Michael Thorpe

Witness

SIGNED THERESE SCHMICH)

in the presence of)

Therese Schmich

Witness



SIGNED NEIL ABSOLON)
in the presence of)

Neil Absolon

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Witness

SIGNED DENNIS HINES.)
in the presence of)

Dennis Hines

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Witness

SIGNED J BENTON)
in the presence of)

J Benton

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SIGNED DAVID BROWN.)
in the presence of)

David Brown

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SIGNED Glen Amies)
in the presence of)

Glen Amies

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Witness



SIGNED *Kent White*

in the presence of

Kent White

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Witness

SIGNED *Karen English*

in the presence of

K. English

AK

Witness

SIGNED *Awan Dewick*

in the presence of

A. Dewick

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SIGNED *Nerida Mills*

in the presence of

N. Mills

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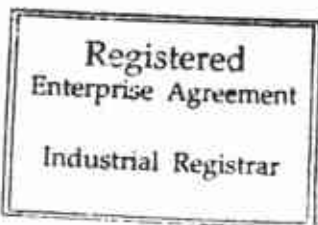
Andrew Sloan

in the presence of

A. Sloan

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Witness



JOHN KENNEDY

SIGNED

in the presence of

John Kennedy

Witness signature

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SIGNED

in the presence of

Geoff Hamis Hon

Geoff Hamis Hon.

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SIGNED

in the presence of

Terrence Aylett

Terrence Aylett

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in the presence of

John Kich

John Kich

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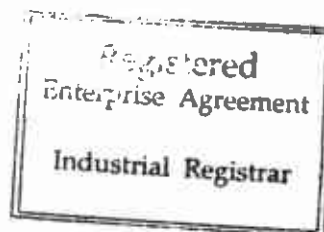
in the presence of

Chris Littlewood

Chris Littlewood

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SIGNED x Nicde Nddle

in the presence of

Nicde Nddle

MAK

Witness

SIGNED . Graham Large

in the presence of

G. Large

MAK

Witness

SIGNED . SHARON SZASZKOW

in the presence of

S. Szaskow

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SIGNED: GAIL DARLEY

in the presence of

G. Darley

MAK

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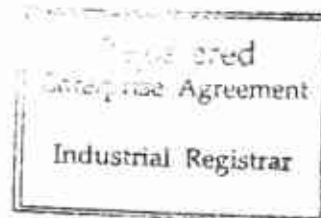
SIGNED WAYNE DAVIS

in the presence of

Wayne Davis

MAK

Witness



SIGNED G J PORTER

in the presence of

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SIGNED D MOORE

in the presence of

[Signature]

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Witness

SIGNED CHERYL SHAWOOD

in the presence of

Cheryl Shawood

[Signature]

Witness

SIGNED WAYNE PENROSE

in the presence of

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SIGNED PAT McDONALD

in the presence of

[Signature]

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Witness



SIGNED *Wayne Beatty*

in the presence of

W. Beatty

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SIGNED *GRANT BLIZZARD*

in the presence of

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Witness

SIGNED *NIGEL HOBDEN*

in the presence of

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SIGNED *TIM BONSER*

in the presence of

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Witness

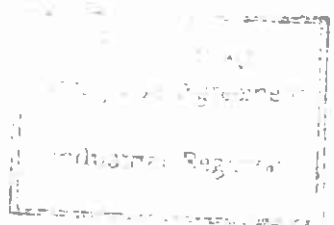
SIGNED *RONALD BRUCE NAUSA*

in the presence of

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Witness



NEIL DICKSON

SIGNED

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in the presence of

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SIGNED

MELISSA
AYLWARD

in the presence of

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SIGNED

KEEL CARDNER

in the presence of

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WILLIAM J. MILLER

in the presence of

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SIGNED

KEVIN SWAIN

in the presence of

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Witness



SIGNED A. Richards.

in the presence of

A.R. Richards

W.
Witness

SIGNED JOHN BOYD

in the presence of

John Boyd

W.
Witness

SIGNED ROGER SMITH

in the presence of

Roger A. Smith

W.
Witness

SIGNED Beverley A. Hines

in the presence of

B. A. Hines

W.
Witness

SIGNED Wendy Miller.

in the presence of

Wendy Miller

W.
Witness



SIGNED Nathan Smith

in the presence of

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Nathan

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SIGNED LERRIE FERGUSON

in the presence of

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L.G. Ferguson

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SIGNED BRIAN CORBIT

in the presence of

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SIGNED ALISON THORN)
in the presence of)

Alison Thorn

A.
Witness

SIGNED ANDREW SAUNDERS)
in the presence of)

Andrew Saunders

A.
Witness

SIGNED x Christine Stango)
in the presence of)

x Christine Stango

~~MICK CURRAN~~ *A.*
Witness

SIGNED MICK CURRAN)
in the presence of)

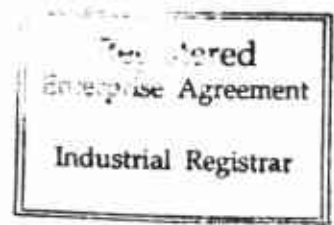
Mick Curran

A.
Witness

SIGNED Robin D. Edwards)
in the presence of)

Robin D. Edwards

A.
Witness



SIGNED Michelle Clifford)
in the presence of)

Michelle Clifford

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Witness

SIGNED A. Hopwood)
in the presence of)

A. Hopwood

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SIGNED R. PARKER .)
in the presence of)

R. Parker .

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Witness

SIGNED R. REID)
in the presence of)

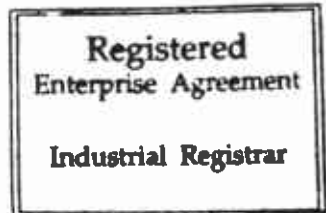
R. Reid

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Witness

SIGNED E. McGARR-KALINOWSKI)
in the presence of)

E. McGarr-Kalinowski

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Witness



SIGNED STEVE BASHA

in the presence of

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Witness

SIGNED John Marshall

in the presence of

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Witness

SIGNED M. Duncombe

in the presence of

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Witness

SIGNED DONNA SIMS

in the presence of

[Handwritten signature]

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Witness

SIGNED Kay McNamara

in the presence of

[Handwritten signature]

[Handwritten signature]
Witness



SIGNED JAN RICHARDS

in the presence of

Jan Richards

[Handwritten signature]
.....
Witness

SIGNED MARGARET MORGAN
in the presence of

Margaret Morgan

[Handwritten signature]
.....
Witness

SIGNED Travis Stewart
in the presence of

Travis Stewart

[Handwritten signature]
.....
Witness

SIGNED Neil Diamond
in the presence of

N. Diamond

[Handwritten signature]
.....
Witness

SIGNED Colin CORBEN
in the presence of

Colin Corben

[Handwritten signature]
.....
Witness

