

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/340

**TITLE:** Orange City Council Water Treatment Operations Group Enterprise Agreement

**I.R.C. NO:** 2001/6787

**DATE APPROVED/COMMENCEMENT:** 13 November 2001/1 January 2001

**TERM:** 18 months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA98/6

**GAZETTAL REFERENCE:** 8 March 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 34

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to all employees in the Water Treatment Operation. Trainee Filtration Plant Operators shall be employed consistent with the provisions of the Local Government (State) Award

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

**FILED**  
17 OCT 2001  
OFFICE OF THE INDUSTRIAL  
REGISTRAR



**ORANGE**  
Australia's Colour City

**ORANGE CITY COUNCIL**

**WATER TREATMENT OPERATIONS GROUP  
ENTERPRISE AGREEMENT**

**2001 - 2002**

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## **1 Title and Intention of the Parties**

- 1.1 This Enterprise Agreement is made in accordance with the provisions of section 29 to 47 of the Industrial Relations Act 1996, and shall be known as the Orange City Council, Water Treatment Operations Group Enterprise Agreement. The Agreement shall provide the basis for determining the special conditions for staff employed in the water treatment operations group of Orange City Council.
- 1.2 This Agreement shall apply to all employees employed in the Water Treatment Operations Group.
- 1.3 The Agreement will rescind and replace the Orange City Council Water Treatment Operation Enterprise Agreement EA 98/6.

## **2 The Parties**

The Parties to this Agreement are Orange City Council (herein after 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') as representative of the employees employed at the Icelly Road Water Filtration plant.

## **3 Anti-Discrimination**

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

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

#### NOTES

- a Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- b Section 56(d) of the *Anti-Discrimination Act 1977* provides:

*"Nothing in the Act affects . . . any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."*

#### 4 Duress

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

#### 5 Duration

The Agreement shall come into operation from 1 January 2001 and shall remain in force until 30 June 2002.

#### 6 Definitions

**Award:** Award shall mean the Local Government (State) Award 2000, and any Award which succeeds this Award.

**Group:** Shall mean the Water Treatment Operations Group, a distinct area of operation within the organisation structure of Orange City Council.

**Council:** Shall mean Orange City Council

#### 7 Relationship to the Award

7.1 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.

7.2 Where the Agreement is silent the provisions of the Award shall apply.

7.3 Increases in rates of pay and allowances that occur in the Award shall be passed on to the employees covered by this Agreement. Such increases shall be of the 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.



7.4 The increases provided by this Agreement shall be in addition to increases that flow from variations to the Award unless the award increase is to compensate for provisions contained within this Agreement.

## **8 Purpose of Agreement**

8.1 The Agreement provides a basis for working together in achieving improved performance and customer service.

8.2 The Agreement reflects a commitment by all employees within the Group to act in a responsible manner to each other.

8.3 The Agreement also provides an opportunity for improved remuneration and employment security linked to efficiency gains and the acquisition of new skills and knowledge.

8.4 The Agreement represents a commitment by the Council and its employees to provide a team approach to meet the needs of the Community.

8.5 The purpose of the Agreement is to allow the parties to enter in the processes of change together to continually improve the quality, efficiency and productivity of Council, providing improved customer service.

8.6 The Agreement reflects a commitment by all employees to participate in broadening the range of skills they exercise and to undertake related training. Council shall, in an effort to support this commitment, provide the training necessary to achieve these objectives.

8.7 The Agreement aims to achieve the following objectives:

- a Establishing a positive direction for the future by working together.
- b Improving remuneration through achievements in efficiency and performance management.
- c It is the intention of the parties to this Agreement that the spread of hours will be flexible provided that the hours do not exceed the hours set in clause 15 Hours of Work of this Agreement.
- d Increasing employee satisfaction through continuously improving employee relations.
- e Developing employee skills which, in turn, will provide enhanced career opportunities and improved job satisfaction.

8.8 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.

8.9 If Council decides to pursue competitive tendering of services, it will do so in accordance with clause 30 Competitive Tendering, of the Award.



## 9 Classification Structure and Rates of Pay

- 9.1 The rates of pay for the Water Treatment Operations 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.
- 9.2 The relationship between the work value points scored by the position, the grade and the rate of pay is detailed in the following tables.

### Base Rates – Monday to Friday, 40-hour week

| GRADE   | POSITION           | WORK VALUE POINT RANGE | WTP 40 HR/WK      |
|---------|--------------------|------------------------|-------------------|
| T5 – T9 | Trainee Operator   |                        | \$545.25-\$647.54 |
| 6       | Assistant Operator | 214 – 240              | \$665.88          |
| 7       | Operator           | 241 – 276              | \$694.26          |
| 8       | Operator           | 277 – 313              | \$722.63          |
| 9       | Senior Operator    | 314 – 350              | \$753.58          |
| 10      | Senior Operator    | 351 – 380              | \$784.52          |
| 12      | Supervisor         | 411 - 440              | \$880.04          |

#### Note:

1. The method of progression through the salary structure above is outlined in Appendix 1.
2. Table does not include Disability Allowance as provided in the Award.
3. Table does not include the allowance detailed in sub-clause 9.3 for working the roster.

## 9.3 Roster Rates

Employees required to work the roster will receive the rates of pay detailed in the table in sub-clause 9.2 and in addition an 8% increase for working one weekend in each four week cycle.

## 9.4 Employee Appraisals

An annual review of each employee will be undertaken and assessment of the competencies relevant to each employee will be completed. Based on this review, recommendation for progression through the salary structure will be considered by management (as per Appendix 1).



## **10 Basis of Pay Increase**

### **10.1 General**

The increase in rates of pay, which is included in the new rates detailed in table above, is based on the following changes in conditions:

- Acceptance of additional duties and responsibilities associated with the operation and maintenance of the newly commissioned ozone / BAC filtration plant, various booster pump stations, telemetry system and dam safety surveillance.
- Continuance of the flexibility conditions negotiated as part of the previous enterprise agreement.
- Recognition of multi skilling of operational staff. All Water Treatment staff are qualified tradesmen who perform nearly all required maintenance in house.

### **10.2 Pay Increases**

A percentage increase of 7.5% for recognition of multi-skilling, increased workload and responsibilities, increased complexity of duties due to commissioning of the new ozone / BAC plant, is included in the rates detailed in the table in sub-clause 9.2.

### **10.3 Higher Grade Pay**

Higher Grade pay shall be paid consistent with the relevant provisions of the Award.

## **11 Payment of Employees**

- 11.1 Council shall pay by the fortnight. Any other period shall be by Agreement between Council and the employees affected.
- 11.2 Council shall pay direct credit to the employee's nominated account. All charges ancillary to such payments shall be met by Council.
- 11.3 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.
- 11.4 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.
- 11.5 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 the time of entering into the enterprise agreement are taken to be made with each employee's authority.

## **12 Values**

### **12.1 Customer Service**

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

### **12.2 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.

### **12.3 Consultation and Negotiation**

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

## **13 Expenses**

### **13.1 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 Councils behalf.

### **13.2 Expenses**

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employees 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.

### 13.3 Car Allowance

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

| Kilometres travelled each year on official business | Cents per kilometre |
|---|---------------------|
| Under 2.5 litres (nominal engine capacity)          | 49                  |
| 2.5 litres (nominal engine capacity) and over       | 57                  |

- b i If the amount payable under this sub-clause for a car does not equal in any period of three months, a minimum allowance of \$1,613.00 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 the giving of 12 months notice by either party or by the employee's termination of employment.

- ii Periods of sick leave in any service year in excess of three weeks and annual leave in excess of four weeks in any one service year or annual leave in excess of eight weeks in any two consecutive service years and long service shall not be counted and the quarterly period referred to in sub-paragraph (a) above, shall be extended by such excess period of leave.
- iii 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 sub-clause and shall not be entitled to payment of the minimum yearly allowance.

### 14 Residence

Where Council supplies an employee with a residence, it shall be of 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.

**15 Hours of Work**

- 15.1 The ordinary hours of work shall be thirty-eight (38) per week but for the purpose of this Agreement the Water Treatment Operations Group shall work forty (40) hours per week at the single time rate of pay when averaged over any four week cycle.
- 15.2 The ordinary hours of work 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.
- 15.3 Any agreement, between management and the employees, to alter the spread of hours, or any other feature of the roster, must be genuine with no compulsion to agree.

**16 Overtime**

16.1 Overtime shall be paid consistent with the following provisions:

- a Except where otherwise provided, any hours worked outside the hours set in clause 15 Hours of Work, shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- b 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. Overtime commencing after 12 noon on Saturday shall be paid at double time.
- c Overtime worked on Sunday and Public Holidays shall be paid at the rate of double time and a half.
- d Overtime shall be claimed within 30 days of it being worked.
- e 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 (10) 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 sub-clause shall not apply to employees on a call back in accordance with this Agreement unless such employees are required to work for four (4) hours or more.

- f Where there is prior agreement between the council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This sub-clause shall not apply to employees who are on call or who are called back to work.

## 16.2 On Call

- a A commitment exists from all parties to adequately train staff for on-call duties within the first twelve (12) months of employment.
- b When all staff have received adequate training to participate in the on-call roster, a roster for the remainder of the Agreement will be drawn up by the Water Manager in consultation with all staff.
- c 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.
- d Two members of the group shall be rostered to attend call-outs each week and shall be provided with a mobile phone to allow flexibility in the operation of the on-call requirements.
- e Employees who are required to be on-call are not required to remain at their usual place 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.
- f Except in exceptional circumstances, an employee on the on-call roster shall be on-call for a minimum period of one (1) week. Where an employee is on-call he/she shall receive a weekly on-call allowance of \$140. This amount includes payment for the first two (2) hours per week actually worked responding to call-outs. Any additional hours worked shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- g Where an employee is on-call for a period of less than one (1) week, the weekly on-call allowance in 16.2 f shall be apportioned accordingly (ie \$20 per day).
- h The weekly on-call allowance shall be adjusted after the term of the Agreement to reflect the average on-call hours actually worked.
- i 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.

### 16.3 Call Back

- a 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.
- b Any employee who is called back to work as defined in sub-clause one, 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.
- c An employee working on call back shall be paid the appropriate overtime rate from the time that such employee departs for work.
- d 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 within the commencement of ordinary hours.

### 16.4 Meal Allowance

- a 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.
- b 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.
- c 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.

### 17 Public Holidays

- 17.1 The days on which holidays shall be observed are as follows: New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queens 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.
- 17.2 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.
- 17.3 a Where any of the holidays prescribed by this Agreement fall on a day ordinarily worked by the employee, the employee shall not have a reduction of ordinary pay.

- b Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this Agreement, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of 4 hours worked.
- c The holiday will be considered to be the hours worked had the employee been at work.
- d 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 half for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- e When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week roster system, the employee shall be paid a days 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.

## **18 Leave Provisions**

### **18.1 Sick Leave**

- a 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 be following conditions:
  - i The Council shall be satisfied that the sickness is such that it justifies the time off; and
  - ii That the illness or injury does not arise from engaging in other employment; and
  - iii 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
  - iv When requested, proof of illness shall indicate the employee's inability to undertake their duties.
- b Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- c The Council may require employees to attend a doctor nominated by Council at Council's cost.

- d 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.
- e 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.
- f Accumulated sick leave shall be transferable on change of employment from Council to Council within New South Wales up to 13 weeks, provided that employee shall only be entitled to transfer sick leave accumulated since the employee 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 other 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.

## 18.2 Carers Leave

### a 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 sub-clause 18.1 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.

- b 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.

### c The entitlement to use sick leave in accordance with this clause is subject to:

- i the employee being responsible for the care of the person concerned; and
- ii 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, step child, foster child or 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:
  - 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.

d An employee shall, wherever practicable, give Council notice prior to the absence, including 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 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.

e **Time Off in Lieu 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 16 Overtime of this Agreement for the purposes of providing care and support for a person in accordance with sub-clause c above.

f **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 c above.

g **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 c above. Such leave shall be taken in accordance with the annual leave and leave without pay provisions of this Agreement.

### 18.3 Annual Leave

- a In order to maintain the required level of service, a minimum of two (2) employees shall be available for work at all times throughout the year. Annual leave shall be organised and appropriate leave roster be developed to ensure this occurs.
- b 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 c, shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the employee.
- c Council may direct an employee to take annual leave by giving at least four weeks notification in the following circumstances:
  - i Where the employee has accumulated in excess of eight weeks leave.
  - ii For 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 sub-clause (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 entitlement becomes due, such annual leave shall be repaid by a deduction from the employees' 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.
- d Council shall pay each employee before the commencement of the employee's annual leave.

- e 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.
- f 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.

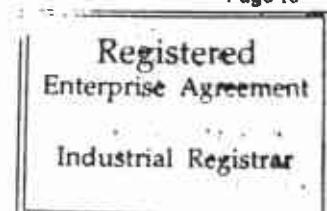
**18.4 Long Service Leave**

- a In order to maintain the required level of service, a minimum of two (2) employees shall be available for work at all times throughout the year. Long Service Leave shall be organised and appropriate leave roster be developed to ensure this occurs.
- b
  - i 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    |

- ii 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.
    - iii Where an employee has completed more than 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 of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

- c
  - i Long Service Leave shall be taken at a time mutually convenient to Council and the employee in minimum periods of 1 day provided that all long service leave accruing on or after 23<sup>rd</sup> June, 1988 shall be taken within 5 years of it falling due.
  - ii 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.
  - iii 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.
- d
  - i For the purpose of calculating long service leave entitlement in accordance with sub-clause b of this clause, all prior continuous service with Orange City Council and any other Council(s) shall be deemed to be service with Council.
  - ii Continuity of service shall be deemed not 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.
- e For the purpose of this clause, service shall include the following periods:
  - i 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 a Council.
  - ii 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.
  - iii 'Service' shall mean service with Council irrespective of the classification under which the employee was employed.
- f 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.



- g 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 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.

- h Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 17 of this Agreement, occurring during the taking of any period of long service leave.
- i 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.
- j 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 12 months of termination of service, prior service shall be counted for the purpose of this clause.

#### 18.5 Other Paid Leave

- a 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 receive 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.

**b Bereavement Leave**

Where an employee is absent from duty because of the death of a person in accordance with paragraphs (i) – (v) 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:

- i a spouse of the employee; or
- ii 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 on a bona fide domestic basis although not legally married to that person; or
- iii a child or an adult child (including an adopted child, a step child, foster child or 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
- iv a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- v 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

**c 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 ten days leave per calendar year irrespective of the number of Council employees who attend the aforementioned courses.

**d 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.

**18.6 Leave Without Pay**

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

**19 Part-Time Employment**

**19.1** 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 15 Hours of Work of this Agreement.

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

**19.3** 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:

- a** The hours to be worked by the employee, the days upon which that shall be worked and the commencing times for the work.
- b** The nature of the work to be performed.
- c** The rate of pay as paid in accordance with this Agreement.

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

**19.5** The conditions may be varied by consent.

**19.6** 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.

**19.7** Where it is proposed to alter a full-time position to become a part-time position:

- a** such proposal shall be referred to the consultative committee for information.
- b** In such cases Council and the employee shall agree upon the conditions, if any, of return to full-time work.

- 19.8 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 15 Hours of Work of this agreement, the provisions of clause 16 Overtime, shall apply.
- 19.9 Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of 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.
- 19.10 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.
- 19.11 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.

## **20 Casual Employment**

- 20.1 A casual employee shall mean an employee engaged on a day-to-day basis.
- 20.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with clause 15 Hours of Work.
- 20.3 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 15 Hours of Work.
- 20.4 In addition, the amounts prescribed by sub-clause 20.3, a twenty per cent 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.
- 20.5 A casual employee shall not replace an employee of Council on a permanent basis.

## **21 Job Share Employment**

- a Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- b
- i Job sharing shall be entered into by agreement between the Council and the employees concerned.
  - ii Such agreement shall be referred to the Consultative Committee for information.



- c Council and the job sharers shall agree on the allocation of work between job sharers.
- d
  - i The ordinary hours of work of the position shall be fixed in accordance with clause 15 Hours of Work of this agreement.
  - ii The job sharers in conjunction with Council shall agree on the hours to be worked. Such an agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- e
  - i 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.
  - ii In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- f A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in clause 15 Hours of Work of this agreement the provisions of clause 16 Overtime shall apply.
- g Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to the other.
- h
  - i Job sharers shall have access to all provisions of this agreement including training and development.
  - ii Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
  - iii An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
  - iv 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.
- i 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.
- j 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.

## **22 Consultative Committee**

Council shall maintain a consultative committee consistent with the relevant provisions of the Award.

## **23 Appointment and Promotion**

Appointments and promotions shall be made in accordance with the relevant provisions of the Award.

## **24 Training and Development**

### **24.1 Training Plan**

- a 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.
- b The training plan shall be designed in consultation with the consultative committee.
- c The training plan shall where appropriate, provide for training that is consistent with industry and/or nationally determined competency based standards.
- d The training plan shall provide for the assessment and recognition of an employee's current competencies where possible.
- e 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.

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

- a Council shall grant the employee paid leave to attend course requirements where the:
  - i Training is undertaken during ordinary working hours;
  - ii 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.
- b Council shall pay course fees at the commencement of each stage but not pay course fees if the employee is repeating.

- c Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements; and
- d Reasonable travel arrangements shall be as agreed.

24.3 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.

## 25 Use of Skills

25.1 An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job (as per Appendix 1).

The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by 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 the employee shall be:

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

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

25.2 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.

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

25.4 An employee required to relieve in a position, which is at a higher level within the salary system (as per Appendix 1), 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.

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

## 26 Disputes and Grievance Resolution

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

26.2 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.

26.3 The aim of this procedure is to ensure that where there is 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.

### 26.4 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.

### 26.5 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.

### 26.6 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.

### 26.7 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.

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

- a Request the involvement of higher level management.
- b Seek assistance from a representative of the employee's Union.
- c Seek assistance from the Local Government Association.
- d Refer the matter to the Industrial Relations Commission of New South Wales.

**26.9 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.

**27 Disciplinary Procedures**

**27.1 Employee's Rights**

Notwithstanding the procedures below, an employee shall:

- a Have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- b Be entitled to sight, note and/or respond to any information placed on their personal file that may be regarded as adverse.
- c 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.
- d Be entitled to request the presence of a union representative and/or the involvement of their union at any stage.
- e Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

**27.2 Employer's Rights and Obligations**

Notwithstanding the procedures contained below, a Council shall:

- a Be entitled to suspend an employee with or without pay during the investigation process provided that:
  - i If, after investigation, the reason for the suspension is found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
  - ii The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
  - iii Council shall not unreasonably refuse an application for paid leave under this provision.
  - iv By agreement an employee may be transferred to another position or place of work.
- b Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- c 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.
- d In appropriate circumstances be entitled to terminate an employee's services in accordance with clause 29 Termination of Employment of this Agreement.



- e Be entitled to request the presence of a union representative at any stage.

### 27.3 Procedures

- a 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.
- b 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.
- c 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.
- d 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.
- e If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.

### 27.4 Penalties

After complying with the requirements above, Council may:

- a 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.
- b Suspend an employee without pay from work for a specified period of time.
- c Terminate the employment of the employee.

## **28 Occupational Health and Safety**

### **28.1 Objective**

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

### **28.2 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.

### **28.3 Specific Provisions**

- a** 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.
- b** 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.
- c** The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.
- d** 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.
- e** Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.
- f** No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- g** 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.

## **29 Termination of Employment**

- 29.1** An employee shall give to Council two (2) weeks notice of their intention to terminate their employment. If no such notice is provided, Council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.

- 29.2 Council and an employee may agree to a shorter period of notice for the purpose of this sub-clause, in special circumstances.
- 29.3 Council shall give to an employee a period of notice of termination in accordance with the scales in the Award or by payment in lieu thereof.
- 29.4 The provisions of this clause shall be read subject to the provisions of clause 30 Redeployment and Redundancy of this Agreement.

### **30 Redeployment and Redundancy**

#### **30.1 General**

- a A redundancy situation occurs not on account of any personal act or default of the employee or on any consideration peculiar to the employee, but because Council no longer requires the job performed by the employee to be continued by any employee of Council.
- b Employee entitlements in the case of redeployment and redundancy will be provided wholly by the provisions of this clause.

#### **30.2 Redundancy**

No forced redundancies will occur during the life of this Agreement except where an employee refuses an offer of redeployment considered appropriate by the Council or where there is no meaningful and appropriate employment for the employee affected by the change.

#### **30.3 Voluntary Redundancy**

Council may, in the term of this Agreement, invite applications from employees wishing to avail themselves of a voluntary redundancy scheme.

The conditions of such scheme shall be determined by negotiation and agreement between the relevant parties.

#### **30.4 Redeployment**

- a To prevent unnecessary loss of expertise, Council will explore redeployment options for persons in a redundancy situation who have declined an offer of voluntary redundancy and genuinely wish alternative employment within Council. In all instances, full consultation will be maintained with all affected parties.
- b The parties recognise that redeployment opportunities, in some circumstances, will be limited by Council's capacity to provide meaningful and appropriate employment to employees affected by organisational change.



- c Where an employee is declared a redeployee, he/she shall receive salary maintenance to their substantive classification for a period of one (1) year.

### 30.5 Council's Duty to Notify

- a Where Council has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant affects on employees, Council shall notify the employees who may be affected by the proposed change and the Unions to which they belong.
- b 'Significant Effects' include termination of employment, major changes in the composition, operation or size of Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- c Provided that where this Agreement makes provision for the alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

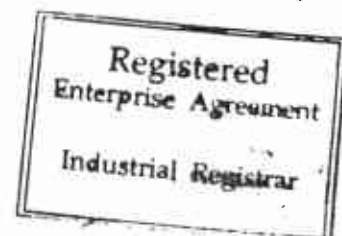
### 30.6 Council's Duty to Discuss Change

- a Council shall discuss with the employees affected and the Union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses 30.5 a and b of this clause, what affects the changes are likely to have on employees and measures to avert or mitigate the adverse changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- b The discussion shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in sub-clause 30.5 a and b of this clause.
- c For the purposes of the discussion, Council shall provide to the employees concerned and the Union to which they belong all relevant information about the changes including the nature of the changes proposed the expected effects of the changes on employees and any other matters likely to affect employees.

### 30.7 Discussion Before Termination

- a Where Council has made a definite decision Council no longer wishes the job the employee has been doing done by anyone pursuant to sub-clauses 30.5 a and b of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employee directly affected and with the Union to which they belong.

- b The discussion shall take place as soon as it is practicable after Council has made a definite decision which will invoke the provision of paragraph a of this sub-clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employees concerned.
- c For the purposes of the discussion, Council shall, as soon as practicable, provide to the employees concerned and the Union to which they belong, all relevant information about the proposed terminations, the number and category of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that Council shall not be required to disclose confidential information the disclosure of which would adversely affect Council.
- 30.8 Notice of Termination and Severance Pay**
- Notice of termination and severance pay shall be consistent with the relevant provisions of the Award.
- 30.9** An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in Council's employment until the expiry of the notice period.
- 30.10** During a period of notice of termination given by Council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by Council the employee shall provide proof of attendance at an interview.
- 30.11** Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- 30.12** Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by the Centrelink.
- 30.13** In the event Council determines that a position is redundant and redeployment procedures have been exhausted, Council where practicable, shall first offer such redundancy on a voluntary basis.
- 30.15** Subject to an application by Council and further order of the Industrial Relations Commission of New South Wales, Council may pay a lesser amount of severance pay than that contained in the relevant provisions of the Award if Council obtains acceptable alternative employment for an employee.



**31 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.

**32 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 detailed in clause 5 Duration of this Agreement.

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

.....  
General Manager

.....  
Witness

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

.....  
*Jim Mills*  
General Secretary  
*ACTING GENERAL SECRETARY*

*L. Watson*  
.....

Witness



**31 Renegotiation of the Agreement**

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SIGNED on behalf of  
ORANGE CITY COUNCIL  
in the presence of

)  
)  
)

*[Signature]*  
.....  
General Manager

*[Signature]*  
.....  
Witness

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

)  
)  
)  
)  
)

*[Signature]*  
.....  
General Secretary  
*Active General Secretary*

*[Signature]*  
.....  
Witness



## APPENDIX 1 – SALARY SYSTEM AND PROGRESSION

### 1 TRAINEE OPERATOR

Trainee Operator - Entry level with few skills relating to the work area, progressing from T5-T8.

### 2 ASSISTANT OPERATOR

Assistant Operator Grade 6 – Entry level for trainee on completion of:

- DLWC Operators Course and NSW Department of Health Fluoride Certificate.
- All appropriate in house training as identified in employees training plan.
- A satisfactory annual appraisal and recommendation by the Supervisor.
- Progression from Assistant Operator Grade 6 to Operator Grade 7 is achieved by partially completing OTEN Certificate II, along with a satisfactory annual appraisal and recommendation by the Supervisor.

### 3 OPERATOR

Operator Grade 7 – Entry level for trainee with trade qualifications on completion of:

- DLWC Operators Course and NSW Department of Health Fluoride Certificate.
- All appropriate in house training as identified in employees training plan.
- A satisfactory annual appraisal and recommendation by the Supervisor.
- Progression from Operator Grade 7 to Operator Grade 8 is achieved by completing OTEN Certificate II, together with a satisfactory annual appraisal and recommendation by the Supervisor.

#### Operator Grade 8

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

### 4 SENIOR OPERATOR

#### Senior Operator Grade 9

- Progression from Senior Operator Grade 9 to Senior Operator Grade 10 is by appointment only. 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. This position is by appointment only.

## 5 SUPERVISOR

Progression to a supervisory position is by appointment. Supervisory positions have two levels of progression: - Grade 12 and Grade 13 of Council's Salary Structure respectively. The method of progression is by recognition of level of responsibility of duties. Attaining higher level qualifications, 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 recognise that for the group to achieve maximum efficiency, all staff should have skills commensurate with at least Operator Grade 8.