

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/145

TITLE: Randwick City Council Senior Officers Enterprise Agreement 2002-2005

I.R.C. NO: 2002/1126

DATE APPROVED/COMMENCEMENT: 8 March 2002

TERM: 8 March 2005

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 26 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 33

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Senior officers of Randwick City Council

PARTIES: Randwick City Council -&- the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales

Randwick City Council
Senior Officers
Enterprise Agreement

2002 - 2005

Registered
Enterprise Agreement
Industrial Registrar

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1. Title and Intention of the Parties

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 Randwick City Council Senior Officers Enterprise Agreement 2002 – 2005 and shall rescind and replace the Randwick City Council Senior Officers Enterprise Agreement 1998 – 2001 (EA 00/93). The Agreement shall provide the basis for determining the salaries and conditions of employment of the senior officers as specified by this Agreement employed by Randwick City Council.

2. The Parties

The Parties to this Agreement are Randwick City Council, the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Local Government Engineers' Association of New South Wales and the Environmental Health and Building Surveyors' Association of New South Wales.

3. Duress

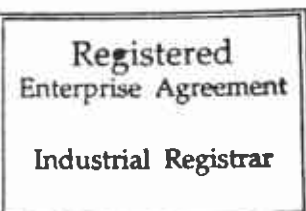
This Agreement has been entered into without duress by any party

4. Duration

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

5. Definitions

- Award:** Shall mean the Local Government (State) Award 2001, and any Award which succeeds this Award, which prior to the making of this Agreement provided the minimum salary and conditions for Senior Officers of Council. Clauses in this Agreement, which are consistent with the Award, shall remain consistent with any future amendments to the Award.
- Council:** Shall mean the Randwick City Council.
- Council Policy:** Shall mean policy adopted by MANEX of Council in consultation with the affected Senior Officers.
- Senior Officer:** Shall mean, for the purpose of determining eligibility to the benefits of this Agreement, an employee whose position within Council attracts a work value of in excess of 675 work value points using Council's Job Evaluation System.



Unions: Shall mean the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Local Government Engineers' Association of New South Wales and the Environmental Health and Building Surveyors' Association of New South Wales.

Salary: Shall mean remuneration for the Senior Officer's position as established through the process of Job Evaluation and the identification of essential skills at entry level as outlined in the position descriptions. Salary shall not include superannuation payments.

Salary System: Shall determine the salary range for each Senior Officer and the method of receiving increases above the minimum of the range relevant for the Grade of the position.

6. Anti-Discrimination

6.1 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 of race, sex, marital status, disability, homosexuality, transgender identity and age.

6.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by the Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of 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 Agreement that, by its terms or operation, has a direct or indirect discriminatory effect.

6.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise a Senior Officer because the Senior Officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

6.4 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 this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

6.5 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."

7. Salaries

7.1 Salary System

7.1.1 Senior Officers shall be paid in accordance with the salary range for the Grade into which Council's Job Evaluation System places their position.

7.1.2 Placement of a Senior Officer within the total remuneration range, established for the Grade, shall be based on the experience and depth of knowledge an individual brings to a position and the objective existence of a market premium should that be relevant to the position.

7.1.3 Progression through the total remuneration range established for the Grade shall be based on the performance of the Senior Officer exceeding the requirements of the position and is supported by specific achievements. This preliminary rating of superior performance is to be established at the performance review between the Senior Officer and the Director and/or the General Manager. The final rating will be determined following a review by MANEX. The review process will ensure that there is consistency across the organisation in evaluating the performance of Senior Officers. Steps of progression within the salary range for the Grade shall be equivalent to 25% of the range for the Grade.

7.1.4 The implementation of the salary system and other features of this Agreement shall not affect the operation of Council Policy and its application to Senior Officers.



7.2 Total Remuneration

Senior Officers of Council shall be paid a total remuneration in the range detailed below based on the work value and Grade of the position they hold.

SENIOR OFFICER GRADE	WORK VALUE POINT RANGE	TOTAL REMUNERATION RANGES PER ANNUM As from 24 October 2001
Grade 22	826 - 875	\$110,576 - \$123,583
Grade 21	776 - 825	\$104,072 - \$117,079
Grade 20	726 - 775	\$97,568 - \$110,576
Grade 19	676 - 725	\$91,062 - \$104,072

7.3 Total Remuneration Range Increases

The Total Remuneration Ranges detailed above shall be reviewed in November in each year of the Agreement and shall be adjusted by a minimum percentage consistent with the percentage change in the Wage Cost Index for the Public Sector across Australia for the preceding twelve months as measured from September to September by the Australian Bureau of Statistics (ABS) (Publication Number: 6345.0). These salary rates shall also be varied by the same percentage as any movements in occupational superannuation as determined from time to time by the Commissioner for Insurance and Superannuation.

7.4 Superannuation

- 7.4.1 Senior Officers shall be entitled to elect to have employer-funded superannuation paid into a superannuation fund of their choice.
- 7.4.2 Senior Officers may elect to salary sacrifice additional superannuation subject to any age based limits laid down by the Australian Taxation Office (ATO).
- 7.4.3 Senior Officers employed after 1 January 2001 shall have any termination payments reduced by 11% plus any percentage movements in the level of occupational superannuation determined by the Commissioner for Insurance and Superannuation from time to time.
- 7.4.4 Senior Officers employed after 1 January 2002 who are members of Pool B of the Local Government Superannuation Scheme shall, during the period of employer contribution 'holiday' to that scheme, receive 3% contribution into an accumulation scheme of their choice in lieu of the superannuation provisions of this Agreement.
- 7.4.5 The total remuneration amounts detailed in sub-clause 7.2 include the occupational superannuation contribution required by the Commissioner for Insurance and Superannuation.

7.5 Motor Vehicles

- 7.5.1 Senior Officers shall be entitled to the private use of a Council supplied motor vehicle based on the payment of a lease back payment consistent with Council's Motor Vehicle Policy as varied from time to time.
- 7.5.2 Senior Officers shall have the option to select a motor vehicle consistent with Council's Motor Vehicle Policy.
- 7.5.3 The level of lease back payments shall be determined by Council's Motor Vehicle Policy.

7.6 Salary Sacrifice

- 7.6.1 Council and a Senior Officer may agree to sacrifice a portion of the pre-tax ordinary pay as prescribed by this Agreement to the value of the benefits as identified in sub-clause 7.6.2 of this clause. Such agreement shall not unreasonably be withheld.
- 7.6.2 Benefits that may be salary sacrificed include but shall not be limited to:
- motor vehicles, supplied by council under a leaseback arrangement;
 - child care;
 - mortgage payment;
 - educational expenses; or
 - additional superannuation.
- Benefits included in salary sacrifice shall be subject to Council's agreement. Such agreement shall not be unreasonably withheld.
- 7.6.3 The value of the benefits shall be agreed between the Council and Senior Officer and shall include fringe benefits tax where applicable. The cost of the Senior Officer receiving appropriate financial advice in respect to salary packaging shall be deducted as an element of salary sacrifice arrangements agreed. The amount that may be salary sacrificed in cases where council supplies vehicles under a leaseback arrangement is the amount the leaseback rate is in excess of the Senior Officer's contribution from after tax salary necessary to negate the fringe benefit liability.
- 7.6.4 Council will facilitate the process of determining an appropriate professional organisation which will be available to provide salary package advice and guidance to Senior Officers.
- 7.6.5 The benefits to be salary sacrificed and their value shall be in recorded in writing and signed by both Council and the Senior Officer.



7.6.6 An amount equal to the difference between the Senior Officer's total remuneration as prescribed by this Agreement and the value of the benefits received by the Senior Officer shall be paid by Council to the Senior Officer.

7.6.7 The value of the benefits shall be treated as an approved benefit for superannuation purposes and shall not reduce the Senior Officer's superable salary.

8. Payment of Senior Officers

8.1 Council shall pay Senior Officers employed pursuant to this Agreement by the fortnight. Any other period shall be by agreement between Council and the Senior Officers affected.

8.2 Council shall pay by direct credit to the Senior Officer's nominated account. Council shall meet all charges ancillary to such payment.

8.3 Council shall fix a regular day for the payment of Senior Officers. Council may alter the pay day if there is prior agreement with Senior Officers affected.

8.4 Senior Officers shall not suffer any reduction in their salary where they are prevented from attending work due to natural disasters, other disasters, or other climatic circumstances beyond their control.

8.5 Council shall be entitled to deduct from the Senior Officer's salary such amounts as the Senior Officer authorises in writing.

9. Expenses

9.1 Telephone

Where an Senior Officer and Council agree that a telephone installed at the Senior Officer's residence can be used as a means of communication to such Senior Officer Council shall reimburse the Senior Officer the annual rental of such telephone and for the actual charge made for all outward calls made on Council's behalf. Council and the Senior Officer may agree that payment for the charges associated with a mobile phone is a reasonable alternative to payments associated with a land line telephone.

9.2 Expenses

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

10. Hours of Work

- 10.1 The ordinary hours of work shall be thirty (35) per week and shall be worked in a manner to ensure the requirements of the position are effectively met.
- 10.2 A flexible approach shall be adopted by management and senior officers in relation to working hours and arrangements and the focus of such flexibility shall be on ensuring that customers, whether they be internal or external, are provided with a superior level of service.
- 10.3 The commencing and finishing times of Senior Officers currently in operation may be altered by agreement between the Director and the Senior Officer.
- 10.4 Any agreement to alter the spread of hours as provided for in this subclause must be genuine with no compulsion to agree.
- 10.5 Time-off-in-lieu shall operate in a flexible manner to ensure a balance is achieved in the operation of working hours between the hours of work required to effectively undertake the requirements of the position and needs of the individual.
- 10.6 Where the Director/Manager requires a senior officer to attend a meeting, or other work requirement, outside the spread of ordinary hours, the time required at such meeting, or to perform the specified duties, shall be accumulated as time-off-in-lieu. Time-off-in-lieu may be accumulated by a senior officer up to a maximum of five (5) days at any one time. Time-off-in-lieu shall be taken at a time which mutually convenient to the Director/Manager and the senior officer.
- 10.7 The maximum accumulation as detailed in subclause 10.6 may be exceeded where a specific agreement is made between the Director, the General Manager and the Senior Officer. The agreement to exceed the maximum accumulation shall include the established dates for taking the accumulated time-off-in-lieu.

11. Public Holidays

- 11.1 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, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- 11.2 Union Picnic Day shall for the purposes of this Agreement, be regarded as a holiday. The Picnic Day shall be on such day as is agreed between Council and the unions.



Production of the butt of the picnic ticket issued to the Senior Officer may be required by Council for the payment of the day to be made.

11.3 11.3.1 Where any of the holidays prescribed by this Agreement fall on a day ordinarily worked by the Senior Officer, the Senior Officer shall not have a reduction in salary.

11.3.2 Where a Senior Officer is required to work ordinary hours on a holiday as prescribed by this Agreement, Council and the Senior Officer may agree that the Senior Officer be paid for the hours worked on the 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.

12. Leave Provisions

12.1 Sick Leave

12.1.1 Senior Officers who are unable, due to sickness, to attend for work shall be entitled during each year of service to sick leave of three weeks at the ordinary rate of pay, subject to the following conditions:

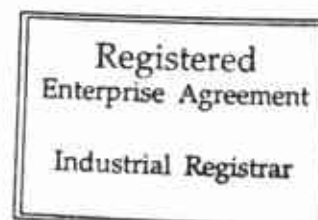
- (a) Council shall be satisfied that the sickness is such that it justifies the time off, and
- (b) That the illness or injury does not arise from engaging in other employment, and
- (c) That the proof of illness to justify payment may be required after two (2) days absence, or after three (3) separate periods in each service year, and
- (d) When requested, proof of illness shall indicate the Senior Officer's inability to undertake their normal duties.

12.1.2 Proof of illness shall include certification from a qualified medical/health practitioner, registered with the appropriate government authority.

12.1.3 Council may require Senior Officers to attend a doctor nominated by Council at Council's cost.

12.1.4 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.

12.1.5 Where a Senior Officer has had 10 years' service with Council and the sick leave entitlement as prescribed has been exhausted, Council shall grant such additional paid leave as, in its opinion, the circumstances warrant.



12.1.6 Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that a Senior Officer shall only be entitled to transfer sick leave accumulated since the Senior Officer's last anniversary date.

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

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

12.1.7 Senior Officers employed by Council prior to 14 February 1988 shall be entitled to accumulated untaken sick leave on the basis as detailed in the table below.

PAYMENT OF ACCUMULATED UNTAKEN SICK LEAVE			
REASON FOR TERMINATION	EMPLOYMENT COMMENCED PRIOR TO 1 JANUARY 1974	EMPLOYMENT COMMENCED BETWEEN 1 JANUARY 1974 AND 1 AUGUST 1981	EMPLOYMENT COMMENCED BETWEEN 1 AUGUST 1981 AND 14 FEBRUARY 1988
Resignation	Total Untaken Sick Leave accrued to 14 February 1993.	Nil	Nil
Retirement	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Ill Health	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Redundancy	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Death	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Council Decision - Any reason except misconduct.	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Misconduct	Nil	Nil	Nil

12.1.8 Section 50 of the Workers Compensation Act 1987 dealing with the relationship between sick leave and workers compensation applies.



12.2 Carer's Leave

12.2.1 Use of sick leave: a Senior Officer, other than a casual Senior Officer, with responsibilities in relation to a class of person set out in subclause 12.2.3 who needs the Senior Officer'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 13.1, Sick Leave of this Agreement, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

12.2.2 The Senior Officer 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, a Senior Officer must not take carer's leave under this subclause where another person has taken leave to care for the same person.

12.2.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- a) the Senior Officer being responsible for the care of the person concerned; and
- b) the person concerned being:
 - 1) a spouse of the Senior Officer; 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 Senior Officer or spouse or de facto spouse of the Senior Officer; or
 - 4) a same sex partner who lives with the Senior Officer as the de facto partner of that Senior Officer on a bona fide domestic basis; or
 - 5) a relative of the Senior Officer 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.

12.2.4 A Senior Officer 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 Senior Officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Senior Officer to give prior notice of absence, the Senior Officer shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

12.2.5 Time off in Lieu of Payment for Overtime: A Senior Officer 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 12.2.3.

12.2.6 Makeup: A Senior Officer may elect, with the consent of Council, to work "make-up time", under which the Senior Officer takes time off during ordinary hours and works those hours at a later time, within the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause 12.2.3.

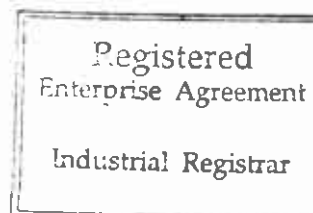
12.2.7 Annual Leave and Leave Without Pay: A Senior Officer may elect, with the consent of Council, to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause 12.2.3. Such leave shall be taken in accordance with subclause 12.3, Annual Leave and sub-clause 12.7, Leave Without Pay of this Agreement.

12.3 Annual Leave

12.3.1 Annual leave of absence consisting of 23 days at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to a Senior Officer, for each 12 months service and, except as provided for in 12.3.2, shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the Senior Officer.

12.3.2 Council may direct a Senior Officer to take annual leave by giving at least four weeks prior notification in the following circumstances:

- (a) where the Senior Officer has accumulated in excess of eight weeks annual leave
- (b) a period of annual close-down of up to and including 23 days, or other period by agreement.



Provided that:

- (1) Where a Senior Officer has accrued more annual leave than the period of close down, the balance of such leave shall be taken in accordance with subclause 12.3.1.
- (2) In the case of Senior Officers 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 Senior Officer'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 Senior Officer 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 Senior Officer leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the Senior Officer'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.

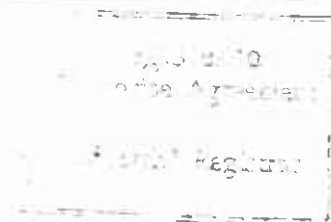
12.3.3 Council shall pay each Senior Officer before the commencement of the Senior Officer's annual leave unless the Senior Officer otherwise elects to receive such payments on regular pay days.

12.3.4 On resignation or termination of employment, Council shall pay to the Senior Officer any accrued annual leave. In addition, the Senior Officer shall be paid annual leave on a proportionate basis being equal to one twelfth of the Senior Officer'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 Senior Officer shall not receive payment for more than twenty-three (23) days annual leave for any period of twelve months.

12.3.5 Where an Senior Officer receives a varying rate of pay for 6 months in the aggregate in the preceding 12 month period as a result of higher duties, the Senior Officer'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.

12.3.6 Discretion is available to the relevant Director/General Manager to approve sick leave during a period of annual leave where the Senior Officer suffers a major illness (an illness that requires 5 or more days of sick leave).



12.4 Long Service Leave

12.4.1 (a) A Senior Officer of Council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:-

LENGTH OF SERVICE	ENTITLEMENT
After 5 years' service	6.5 weeks
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) Where a Senior Officer has completed more than five years service with Council and is terminated for any cause, long service leave shall be deemed to have accrued for the Senior Officer'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.

12.4.2 (a) Long service leave shall be taken at a time mutually convenient to Council and Senior Officer in minimum periods of one week provided that Council may direct that all long service leave accruing on or after 23 June 1988 be taken within five years of it falling due.

(b) Payment to a Senior Officer proceeding on long service leave shall be made by Council at the Senior Officer's ordinary rate of pay at the time the Senior Officer enters upon the leave unless the Senior Officer otherwise elects to receive such payments on regular pay days.

(c) A Senior Officer who has become entitled to a period of leave and the Senior Officer'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.

12.4.3 (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other council within New South Wales shall be deemed to be service with the council by which the Senior Officer is currently employed.

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- (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one 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 Senior Officer at the time of the transfer, provided further that the Senior Officer 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.

12.4.4 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 Senior Officer enlisted or was called up direct from the service of a Council.
- (b) In the case of a Senior Officer, transferred to the service of a council of a new or altered area - any period of service with the council from which such Senior Officer was transferred.
- (c) Service shall mean all service with a council irrespective of the classification under which the Senior Officer was employed.

12.4.5 There shall be deducted in the calculation of the Senior Officer's service all leave of absence without payment not specifically acknowledged and accepted by Council as service at the time leave was taken.

12.4.6 When a Senior Officer transfers from one Council to another, the former Council shall pay to the newly employing Council the monetary equivalent of all long service leave accruing to the Senior Officer at the time of transfer. However, a Senior Officer who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement.

Senior Officers who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with council(s).

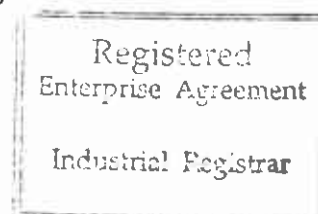
A statement showing all prior continuous service with the Council(s) of the Senior Officer concerned shall be furnished together with details of the assessment of the amount of money shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the Council's Long Service Leave Record.

12.4.7 Discretion is available to the relevant Director/General Manager to approve sick leave during a period of long service leave where the Senior Officer suffers a major illness.

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- 12.4.8 A Council which has received under subclause 12.4.6 a monetary equivalent on long service leave entitlement to cover a Senior Officer's period of service with a previously employing council(s) shall if the Senior Officer 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.
- 12.4.9 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 11. Public Holidays of this Agreement, occurring during the taking of any period of long service leave.
- 12.4.10 When the service of a Senior Officer is terminated by death Council shall pay to the Senior Officer's estate the monetary equivalent of any untaken long service leave standing to the Senior Officer's credit at the time of the Senior Officer's death.
- 12.4.11 Where a Senior Officer's service is terminated through illness certified by duly qualified medical practitioner and such Senior Officer is re-employed by Council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

12.5 Paid Maternity Leave

- 12.5.1 (a) This clause applies to all full time and part time female Senior Officers who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual Senior Officers who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.
- (b) Paid maternity leave shall mean leave taken by a female Senior Officer in connection with the pregnancy or the birth of a child of the Senior Officer. Paid maternity leave consists of an unbroken period of leave.
- (c) Paid special maternity leave shall mean leave taken by a Senior Officer where the pregnancy of the Senior Officer terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- 12.5.2 (a) A Senior Officer shall be entitled to a total of 9 weeks paid maternity leave or special maternity leave on full pay; or 18 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.



(b) The Senior Officer may choose to commence paid maternity leave before the expected date of the birth.

12.5.3 (a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 52 weeks.

(b) The period of paid maternity leave and special maternity leave is taken into account in calculating the Senior Officer's long service, annual and sick leave accruals.

(c) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.

12.5.4 Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Senior Officers working as permanent part time Senior Officers will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual Senior Officer's rate of pay will be calculated by averaging the Senior Officer's weekly wage in the 12 months immediately prior to the Senior Officer commencing paid maternity leave or special maternity leave.

12.5.5 Paid maternity leave and special maternity leave shall be exclusive of public holidays.

12.5.6 Notice of intention to take paid maternity leave

The Senior Officer must:

- provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice;
- advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.
- provide a signed statutory declaration that the Senior Officer will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.

12.5.7 The Senior Officer will not engage in any other form of paid work during the period of paid maternity leave without the approval of the General Manager.

12.5.8 Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.

12.6 Primary Carer Adoption Leave

Primary Carer Adoption Leave is leave taken by an employee in connection with the adoption of a child less than six (6) months of age, for whom the employee is the primary carer. Primary carer adoption leave, in this Agreement, shall consist of an unbroken period of 4 weeks at the employee's full pay; or 8 weeks primary carer adoption leave on half pay; or primary carer adoption leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 4 weeks on full pay. Council shall consider on a case-by-case basis primary carer adoption leave at the level prescribed in the Paid Maternity Leave clause of this Agreement.

12.7 Other Carer Leave

Other Carer Leave is leave taken by an employee in connection with the birth of a child, or adoption of a child less than six (6) months of age, of the Senior Officer's spouse or partner. Other Carer Leave, in this Agreement, shall consist of an unbroken period of two (2) weeks at the Senior Officer's ordinary rate of pay.

Other Carer Leave granted pursuant to this Agreement shall be considered as service with Council for all calculations of entitlements.

12.8 Other Paid Leave

12.8.1 Jury Service Leave

A Senior Officer required to attend for jury service during the Senior Officer's ordinary working hours shall be reimbursed by Council an amount equal to the difference between the amount in respect of the Senior Officer's attendance for such jury service and the amount of wage the Senior Officer would have received in respect of the ordinary time the Senior Officer would have worked had the Senior Officer not been on jury service.

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

12.8.2 Bereavement Leave

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

Persons in respect to whom bereavement leave may be claimed shall include:

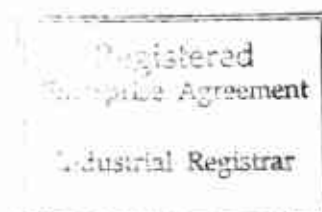
- (a) a spouse of the Senior Officer, or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person in a bona fide domestic basis although not legally married to that person, or
- (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including foster, step parents and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the Senior Officer or spouse or de facto spouse of the Senior Officer, or
- (d) a same sex partner who lives with the Senior Officer as the de facto partner of that Senior Officer on a bona fides domestic basis; or
- (e) a relative of the Senior Officer 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.

12.8.3 Trade Union Training Leave

A Senior Officer who has been sponsored by the union to attend a course of training conducted by or with the support of the Trade Union Training Australia Inc, shall be entitled to paid leave of absence to attend such course; provided that Council shall be called upon to pay more than 10 days leave per calendar year irrespective of the number of Council Senior Officers who attend the aforementioned courses.

12.8.4 Union Conference Leave

A Senior Officer 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 per union from Council, such leave with pay is at the discretion of Council.



12.9 Leave Without Pay

- 12.9.1 Periods of leave without pay, shall be taken at a time mutually convenient to Council and the Senior Officer, 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 Senior Officer's continuity of service.
- 12.9.2 A Senior Officer shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

13. Job Share Employment

- 13.1 Job sharing is a form of part-time employment where more than one Senior Officer shares all the duties and responsibilities of one position.
- 13.2 (a) Job sharing shall be entered into by agreement between Council and the Senior Officers concerned.
- (b) Such agreement shall be referred to the consultative committee for information.
- 13.3 Council and the job sharers shall agree on the allocation of work between job sharers.
- 13.4 (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 10, Hours of Work of this Agreement.
- (b) The job sharers in conjunction with Council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- 13.5 (a) In the absence of a job sharer the remaining job sharer(s) may be required by Council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
- (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 13.6 A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where a Senior Officer works hours outside the spread of hours in Clause 10, Hours of Work of this Agreement, the provisions of that clause shall apply.
- 13.7 Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- 13.8 (a) Job sharers shall have access to all provisions of this Agreement including training and development.

(b) Job sharers shall receive pro-rata pay on conditions in proportion to the ordinary hours worked by each job sharer.

(c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

(d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

13.9 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.

13.10 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.

14. Training and Development

14.1 The parties to this Agreement recognise that increasing the efficiency and productivity of Council's operations and services requires a greater commitment to education and professional development.

14.2 Career Path Development

(a) Career structures shall:

1. Provide for the development of new skills through education and on and off-the-job training.
2. Provide for mobility through and across the Grades of the Agreement.

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

14.3 Training Plan and Budget

(a) Council shall develop and fund a training and development plan for Senior Officers that supports:

1. The strategic directions of Council.
2. The current and future skill requirements of Council.



3. The organisation's culture.

4. The need to meet the challenges of change.

(b) The program should be consistent with the size and nature of the operations of Council and the need to develop or maintain vocational skills relevant to Council and local government.

(c) The program will have three major elements that involve:

1. Developing skills that will help Senior Officers to contribute to the organisation and the implementation of strategic change.

2. Improving the Senior Officers' ability to manage the individuals and teams that they lead.

3. Enhancing the self development of each Senior Officer.

(d) The main purpose of this program for Senior Officers is to develop the knowledge, skills, values and behaviours required for the achievement of Council's strategic directions. Individual officers will need to demonstrate a personal commitment to the learning process.

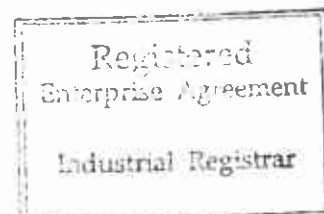
(e) In developing this program MANEX and the Senior Officers will identify on an annual basis the critical strategic issues for Council, the competencies that are critical for effective performance, and set the program objectives for the coming year. The program shall be designed in consultation with the Senior Officers.

(f) Where possible, there should be opportunities for accreditation and recognition of programs completed.

14.4 Council will support a Senior Officer in undertaking the professional development programs essential to maintaining professional accreditation by relevant professional associations.

14.5 If a Senior Officer is required by Council to undertake training in accordance with Council's training and development plan, or essential training identified in the performance appraisal process, then:

(a) Council shall grant the Senior Officer paid leave to attend course requirements including examinations where the training is undertaken during ordinary working hours;



(b) Where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which Council will grant paid leave to attend such course requirements shall be specified in the training plan;

(c) Council shall pay course fees at the commencement of each stage but shall not pay course fees if the Senior Officer is repeating;

(d) Council shall either provide transport or pay reasonable travelling expenses to enable Senior Officers to attend course requirements; and

(e) Reasonable travel arrangements shall be agreed.

(f) Where a Senior Officer is required to complete major assignment(s) Council and the Senior Officer shall agree upon appropriate flexible work and study arrangements as are practicable.

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

15. Appointment and Promotion

15.1 When it is proposed to make an appointment or promotion to a new or vacant position within the organisation structure of Council, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position.

This subclause applies to the appointment of any Senior Officer where the term or terms of employment are for more than 12 months in any period of 2 years.

15.2 When the decision is being made to appoint a person to a position:

(a) only a person who has applied for an appointment to the position may be selected; and

(b) from among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.

15.3 The merit of the persons eligible for appointment to a position is to be determined according to:

(a) the nature of the duties of the position; and

(b) the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.

- 15.4 Where requested in writing, internal applicants shall be given the reasons in writing for not being appointed.
- 15.5 Subclauses 15.1, 15.2 and 15.3 do not apply to any appointment which is made by way of demotion or lateral transfer unless Council decides that those subclauses are to apply to the appointment.
- 15.6 If a position within the organisation structure of Council is vacant or the holder of such a position is sick or absent, Council may appoint a person to the position temporarily. A person appointed to a position temporarily shall not continue in that position for a period of more than 12 months.
- 15.7 The provisions of this clause shall not preclude Council from entering into a fixed term contract of employment with a Senior Officer where the nature of the position warrants such an approach.

16. Performance Development

Council shall introduce a Performance Development System consistent with the Guidelines as adopted and varied from time to time. The Performance Development System shall provide the basis for determining a Senior Officer's entitlement to progression through the salary range for the Grade of the position.

17. Grievance and Dispute Procedures

- 17.1 At any stage of the procedure, the Senior Officer(s) may be represented by their union or its local representative and Council by the Association.
- 17.2 A grievance or dispute shall be dealt with as follows:
- (i) The Senior Officer(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.
 - (ii) A meeting shall be held between the Senior Officer(s) and the relevant Director or the General Manager to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (iii) If the matter remains unresolved, the Senior Officer(s) may request the matter be referred to the General Manager for discussion. A further meeting between all parties shall be held as soon as practicable.

(iv) If the matter remains unresolved the General Manager shall provide the Senior Officer(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.

(v) Where the matter remains unresolved, it may be referred to the Senior Officer(s) union or representative and by the General Manager to an industrial relations representative for further discussion between the parties.

17.3 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

17.4 During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

18. Disciplinary Procedures

18.1 Senior Officer's Rights

Notwithstanding the procedures below, a Senior Officer shall:

- (i) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and / or respond to any information placed on their personal file that may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file that the Senior Officer believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative, or support person, 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.

18.2 Employer's Rights and Obligations

Notwithstanding the procedures contained below, Council shall:

- (i) Be entitled to suspend a Senior Officer 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 Senior Officer shall not suffer any loss of pay for the period under suspension.
 - (b) The suspension shall not affect the Senior Officer'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 a Senior Officer 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 a Senior Officer's services in accordance with Clause 20 - Termination of Employment of this Agreement.
- (iv) Be entitled to request the presence of a union representative, or support person, at any stage.

18.3 Procedures

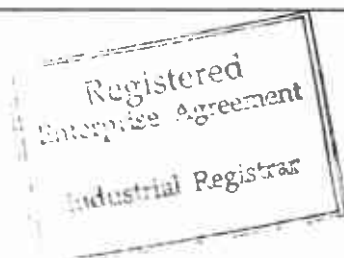
- (i) Where a Senior Officer's work performance or conduct is considered unsatisfactory, the Senior Officer shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the Senior Officer's immediate supervisor or other 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 Senior Officer shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

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

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

- (iii) If the Senior Officer's unsatisfactory work performance or conduct continues or resumes following the formal warning and counseling, the Senior Officer shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.



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- (iv) If the Senior Officer's work performance or conduct does not improve after the final warning further disciplinary action shall be taken.

18.4 Penalties

After complying with the requirements above, Council may:

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

19. Occupational Health and Safety

- 19.1 Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.
- 19.2 Managers have a particular responsibility, as reinforced through the position descriptions for their positions, to ensure that a safe and healthy work environment is provided to the Senior Officers who report to them. Council has a responsibility to provide senior officers with appropriate, timely and adequate training and resources in relation to providing a safe and healthy work environment.

20. Termination of Employment

- 20.1 A Senior Officer shall give to Council 4 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.
- 20.2 Council and a Senior Officer may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.



20.3 Council shall give to a Senior Officer a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

SENIOR OFFICER'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 4 weeks
2 years and less than 3 years	At least 5 weeks
3 years and less than 5 years	At least 6 weeks
5 years and beyond	At least 7 weeks

20.4 The provisions of this clause shall be read subject to the provisions of Clause 21. Workplace Change and Redundancy, of this Agreement.

21. Workplace Change and Redundancy

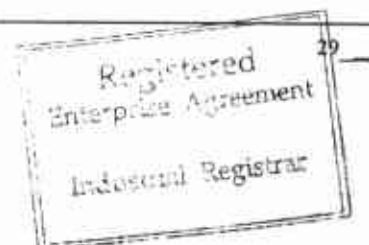
21.1 Council's Duty to Notify

- (i) Where Council has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Senior Officers, Council shall notify the Senior Officers who may be affected by the proposed changes and the unions to which they belong.
- (ii) "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 Senior Officers to other work or locations and the restructuring of jobs.

Provided that where this Agreement makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

21.2 Council's Duty to Discuss Change

- (i) Council shall discuss with the Senior Officer(s) affected and the unions to which they belong, inter alia, the introduction of the changes referred to in subclauses 21.1(i) and (ii) of this clause, what effects the changes are likely to have on Senior Officers and measures to avert or mitigate the adverse changes on Senior Officer(s) and shall give prompt consideration to matters raised by the Senior Officers and/or the unions in relation to the changes and may reconsider its original decision.



-
- (ii) The discussion shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in subclause 21.1(i) and (ii) of this clause.
 - (iii) For the purposes of the discussion, Council shall provide to the Senior Officer(s) concerned and the unions all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Senior Officer(s) and any other matters likely to affect Senior Officer(s).

21.3 Discussion Before Termination

- (i) Where Council has made a definite decision Council no longer wishes the job the Senior Officer has been doing done by anyone pursuant to subclause 21.1(i) and (ii) of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the Senior Officer directly effected and with the union to which they belong.
- (ii) 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 (i) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the Senior Officer(s) concerned. Measures to mitigate the adverse affect on Senior Officers may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
- (iii) For the purposes of the discussion, Council shall, as soon as practicable, provide to the Senior Officers concerned and the unions to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of Senior Officer(s) likely to be effected and the number of Senior Officer(s) 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.

21.4 Notice of Termination

- (i) Five weeks notice to terminate or pay in lieu thereof shall be given.
- (ii) Where a Senior Officer is to be terminated because of the introduction of technology he/she shall be entitled to the following:
 - (a) Three (3) months notice of termination or

- (b) Payment in lieu of the notice in paragraph (a) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) Notice or payment of notice under this paragraph shall be deemed to be service with Council for the purposes of calculating leave entitlements under this Agreement.

21.5 Severance Pay

- (i) This subclause shall apply where a Senior Officer is terminated due to redundancy. Council shall be exempt from the operation of this subclause where the Senior Officer concerned has been offered, but has refused to accept, an alternative position within Council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the Senior Officer.
- (ii) In addition to any required period of notice, and subject to 21.5, the Senior Officer shall be entitled to the following;

COMPLETED YEARS OF SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

21.6 A Senior Officer 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.

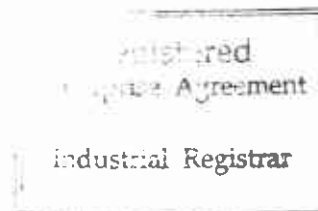
21.7 During a period of notice of termination given by Council, a Senior Officer shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by Council the Senior Officer shall provide proof of attendance at an interview.



- 21.8 If the Senior Officer agrees to be redeployed by Council into a lower paid position, the Senior Officer's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the Senior Officer would be entitled to under this Agreement. Provided that should the Senior Officer resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the Senior Officer would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- 21.9 Council shall, upon receipt of a request from a Senior Officer to show employment has been terminated, provide to the Senior Officer a written statement specifying the period of the Senior Officer's employment and the classification or the type of work performed by the Senior Officer.
- 21.10 Council shall, upon receipt of a request from a Senior Officer whose employment has been terminated, provide to the Senior Officer an "Employment Separation Certificate" in the form required by the Department of Social Security.
- 21.11 Council shall provide Senior Officers who are made redundant with outplacement fees of a minimum of \$5,000. Such payment shall be made to cover the costs associated with successfully pursuing alternate employment. At the option of the Senior Officer Council will pay training fees or financial fees up to an equivalent amount in lieu of the direct payment to the Senior Officer. This amount will increase during the life of the Agreement consistent with movements in the remuneration range for Senior Officers.
- 21.12 In the event that Council determines that a position is redundant, Council where practicable, shall firstly offer such redundancy on a voluntary basis.
- 21.13 Subject to an application by Council and further order of the Industrial Relations Commission of New South Wales, Council may pay a lesser amount (or no amount) of severance pay than that contained in 21.5 above if Council obtains acceptable alternative employment for an Senior Officer.
- 21.14 Nothing in this clause shall restrict a Senior Officer with ten years service or more and Council from agreeing to further severance payments.

22. 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.

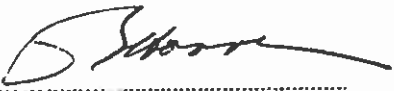


SIGNED on behalf of
RANDWICK CITY
COUNCIL
in the presence of


General Manager


Witness

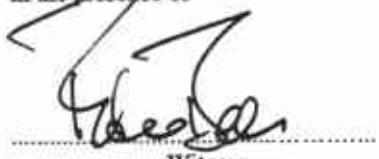
SIGNED on behalf of the
FEDERATED MUNICIPAL & SHIRE
COUNCIL EMPLOYEES' UNION OF
AUSTRALIA, NEW SOUTH WALES
DIVISION in the presence of


General Secretary


Witness 28-2-02


SIGNED on behalf of the
ENVIRONMENTAL HEALTH AND
BUILDING SURVEYORS' ASSOCIATION
OF NEW SOUTH WALES
in the presence of


Secretary


Witness

SIGNED on behalf of THE
LOCAL GOVERNMENT ENGINEERS'
ASSOCIATION OF NEW SOUTH WALES
in the presence of


Industrial Officer 28.2.2002


Witness

