

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/105

TITLE: Warringah Council Ranger Agreement 2003

I.R.C. NO: IRC3/7367

DATE APPROVED/COMMENCEMENT: 5 February 2004

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 May 2004

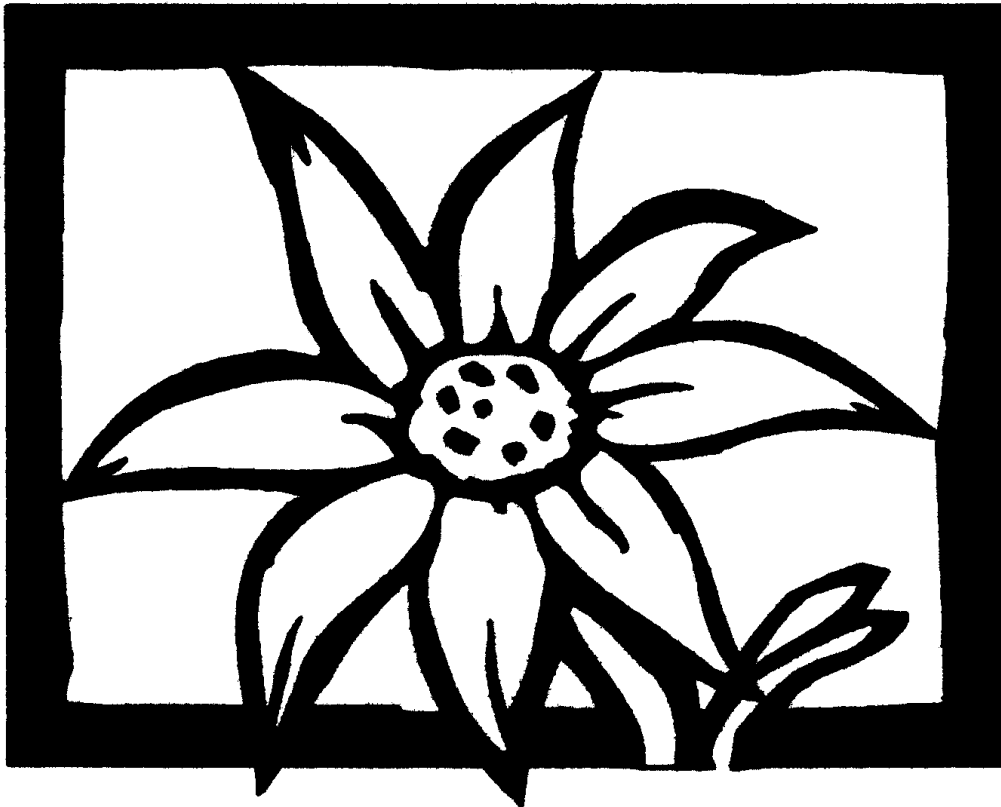
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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees engaged as Rangers by Warringah Council, located at Civic Centre, Pittwater Rd, Dee Why NSW 2099, and shall prevail over the Local Government (State) Award 2001 and subsequent Awards.

PARTIES: Warringah Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union



WARRINGAH COUNCIL RANGERS AGREEMENT 2003

PART 1

1.1 Title

This document shall be known as the Warringah Council Rangers Agreement 2003 ("the Agreement")

1.2 Arrangement

Part 1

- 1.1 Title
- 1.2 Arrangement
- 1.3 Parties and Application
- 1.4 Life of Agreement
- 1.5 Agreement to be Certified
- 1.6 Status
- 1.7 Objectives
- 1.8 Anti Discrimination
- 1.9 Equal Employment Opportunity
- 1.10 Inappropriate Behaviour

Part 2 Dispute Resolution

- 2.1 Disputes Procedures

Part 3 Terms and Conditions of Employment

- 3.1 Engagement
- 3.2 Full-Time
- 3.3 Part-Time
- 3.4 Temporary
- 3.5 Casual Employment
- 3.6 Job Share

Part 4 Termination and Workplace Change and Redundancy

- 4.1 Termination
- 4.2 Redundancy

Part 5 Wages and Related Matters

- 5.1 Classification
- 5.2 Use of Skills
- 5.3 Community Language and Signing
- 5.4 First Aid Work
- 5.5 Allowances
- 5.6 Wage Increases and Wage Rates
- 5.7 Payment of Wages
- 5.8 Salary Sacrifice

Part 6 Disciplinary Procedures

- 6.1 Employee's Rights
- 6.2 Employer's Rights and Obligations
- 6.3 Procedures
- 6.4 Penalties

Part 7 Hours of Work, Breaks, Overtime, Shiftwork, Weekend Work, on Call, and Call Back

- 7.1 Hours of Work - Spread of Ordinary Hours
- 7.2 Rosters
- 7.3 Overtime
- 7.4 Meal Allowance
- 7.5 On Call
- 7.6 Call Back

Part 8 Leave of Absence and Public Holidays

- 8.1 Public Holidays
- 8.2 Annual Leave
- 8.3 Long Service Leave
- 8.4 Sick Leave
- 8.5 Carers Leave
- 8.6 Paid Maternity Leave
- 8.7 Bereavement Leave
- 8.8 Jury Service
- 8.9 Trade Union Training Leave
- 8.10 Emergency Services Leave
- 8.11 Leave Without Pay

Part 9 Training and Related Matters

- 9.1 Objectives

Part 10 Occupational Health and Safety

10.1 Occupational Health and Safety

10.2 Dress Standard

10.3 Alcohol and Illegal Drugs

Part 11 Performance Standards

11.1 Agreed Team Performance Standards

11.2 Penalties

1.3 Parties and Application

The Agreement shall be binding on Warringah Council ("the employer"), New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, Australia ("the union") and all staff engaged as Rangers by Warringah Council ("the employee").

1.4 Life of the Agreement

The agreement will commence on the date of certification by the Industrial Commission and continue for a three (3) year period. The wage rates contained in this Agreement will apply from the beginning of the first full pay after certification by the Industrial Relations Commission. This agreement will remain in place until replaced or repealed.

1.5 Agreement to Be Certified

The Agreement will be filed in the New Wales Industrial Relations Commission ("the Commission") for certification under the *Industrial Relations Act* 1996 ("the Act").

1.6 Status

- 1.6.1 The Agreement shall prevail over the Local Government (State) Award 2001 and subsequent awards.
- 1.6.2 No decision of the Commission in relation to wage increases or other conditions of employment shall be incorporated into the Agreement unless the parties mutually agree.
- 1.6.3 The Enterprise Agreement will be reviewed twelve (12) months after the date it comes into operation. Should either party determine at that time that the Agreement is not operating in a manner consistent with the stated objectives and performance standards, and no agreed amendment can be made, then the Agreement may be terminated following three months notice of termination of the Agreement in writing.

1.7 Objectives

- 1.7.1 To develop and maintain the most productive, safe and harmonious working environment possible between the employer and employees. Employees are encouraged to take pride in their work.
- 1.7.2 To develop a working environment at the workplace whereby employees are invited to participate in decisions that affect them.
- 1.7.3 To eliminate unnecessary demarcations between work functions and to promote flexibility of jobs and duties subject only to the limitations imposed by individual skill levels.
- 1.7.4 To provide learning opportunities to employees and to ensure each performs in a manner which will promote excellent customer service.
- 1.7.5 To promote fair standards of work and proper conduct in which each employee will be treated fairly and reasonably.

- 1.7.6 Generally, to develop a workplace relationship between employees and management based on honesty, co-operation, mutual trust, understanding and sincerity.

1.8 Anti-Discrimination

- 1.8.1 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, age and responsibilities as a carer.
- 1.8.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement 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, which, by its terms or operation, has a direct or indirect discriminatory effect. 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.

1.9 Equal Employment Opportunity

- 1.9.1 The employer is totally committed to providing equal employment opportunity for every employee in all spheres of employment, and providing equal pay for work of equal value.
- 1.9.2 The employer is also totally committed to providing an environment in which employees can work without distress or interference caused by harassment (including sexual harassment).
- 1.9.3 The employer will comply with all relevant legislation.

1.10 Inappropriate Behaviour

- 1.10.1 It is the responsibility of every employee who sees or hears inappropriate behaviour to report it to management. The employer acknowledges that the employee may also wish to seek advice or assistance from the union.
- 1.10.2 Inappropriate behaviour may include but is not limited to the following:
- Sexual harassment
 - Discrimination
 - Workplace bullying
 - Intimidation
 - Humiliating or degrading a fellow employee
 - Verbal abuse
 - Abuse of power or authority
 - Alienation of fellow employees
- 1.10.3 The employer is committed to ensuring that all employees are treated with sensitivity and respect and all employees are entitled to a workplace that is free from all forms of harassment and unlawful discrimination.

PART 2 DISPUTE RESOLUTION

2.1 Dispute Procedures

- 2.1.1 At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the employer represented by an employer representative of their choice.
- 2.1.2 The union delegate shall have reasonable opportunity to discuss disputes with management.
- 2.1.3 A grievance or dispute shall be dealt with as follows:
- (a) The employee(s) shall notify the supervisor / manager of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the employer chosen representative for further discussion between the parties.
- 2.1.4 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- 2.1.5 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.

PART 3 TERMS AND CONDITIONS OF EMPLOYMENT

3.1 Engagement

- 3.1.1 Upon engagement an employee will be informed by the employer of their basis of employment, ie: permanent full-time, permanent part-time, casual or temporary.
- 3.1.2 All new permanent employees will be placed on a 3-month probationary period and their continuing engagement will be confirmed or otherwise at the end of the 3-month period.
- 3.1.3 An employee not attending for work, except as provided elsewhere in the Agreement, shall lose his/her pay for the actual time of such non-attendance.
- 3.1.4 Continuity of Service - An employee's continuity of employment shall not be deemed to have been broken by any of the following: -
- (a) absence from work on leave granted by the employer; or
 - (b) the employee having been dismissed or stood down by the employer, or the employee having terminated their employment with the employer, for any period not exceeding three months and the employer re-employs the former employee.

3.2 Full-Time

- 3.2.1 Means an employee who works 304 ordinary hours averaged over an eight-week cycle.

3.2.2 The minimum daily engagement is 4 hours. The maximum daily engagement is 12 ordinary hours excluding On Call and Call Back.

3.3 Part-Time

3.3.1 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 3.2.

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

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

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

3.3.4 The conditions may be varied by consent.

3.3.5 Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information. In such cases the employer and the employee shall agree upon the conditions, if any, of return to full-time work.

3.3.6 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works extra hours the employee will be paid ordinary rates up to 76 hours over the fortnight.

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

3.3.8 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.

3.4 Temporary

3.4.1 Means an employee who is engaged on a full-time or part-time basis for specific periods of not more than 52 weeks and not less than 2 weeks, and provided that such temporary arrangements are not repeated beyond the 52 week period.

3.4.2 A temporary employee shall receive all the benefits that apply to an employee and shall be paid a proportionate annual leave entitlement at the time of termination. Provided that sick leave and carers' leave entitlements shall be calculated on a pro-rata basis relevant to the period for which the temporary employee is engaged.

3.4.3 Notwithstanding anything else in the agreement, a temporary employee who claims sick leave entitlements in the first 4 weeks of engagement shall not be paid for such entitlement unless the employee remains employed with the employer for 6 weeks or more.

3.4.4 Sub clause 3.4.2 and 3.4.3 above do not apply to part-time employees who have transferred to a position of temporary full-time work under this clause.

3.4.5 Prior to commencement of a period of temporary employment, the employee shall be advised in writing of the nature of work, the hours to be worked, the proposed fortnightly earnings and the commencing and ceasing dates of the temporary employment.

- 3.4.6 It shall be voluntary for an existing employee to accept temporary full-time or part-time employment.
- 3.4.7 A permanent employee who accepts a change to temporary employment shall not be disadvantaged in respect to their terms and conditions of employment in their substantive position.

3.5 Casual Employment

- 3.5.1 The employer may engage casual employees to assist in the running of the employer's business
- 3.5.2 A casual employee shall mean an employee engaged on a day-to-day basis.
- 3.5.3 A casual employee shall not be restricted to 5 starts per week provided that such additional starts are not part of a regular pattern but arise from the genuine use of the casual to fill in for absences or cover unexpected high workloads.
- 3.5.4 A casual employee shall be paid a loading of 25% in addition to the ordinary rate for all hours worked during ordinary hours and this shall include all forms of leave including annual, sick, long service, and carer's leave. Casual employees shall not receive a loading upon a loading.
- 3.5.5 Casual employees engaged on a regular and systematic basis shall:
- (a) Have access to annual assessment under Council's performance management system.
 - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on the employer's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- 3.5.6 A casual employee shall not replace an employee on a permanent basis.

3.6 Job Share Employment

- 3.6.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 3.6.2 Job sharing shall be entered into by agreement between the employer and the employees concerned. Such agreement shall be referred to the consultative committee for information.
- 3.6.3 The employer and the job sharers shall agree on the allocation of work between job sharers.
- 3.6.4 The job sharers in conjunction with the employer 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.
- 3.6.5 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. In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 3.6.6 A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement.
- 3.6.7 The employer must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- 3.6.8 Job sharers shall have access to all provisions of this agreement including training and development. Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer. An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked. 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.

- 3.6.9 In the event of a job sharer vacating the position the employer shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- 3.6.10 The terms of a job share arrangement or any variation to it must be in writing. The employer must provide a copy of the arrangement and any variation to it to the job sharer(s).

PART 4 TERMINATION AND WORKPLACE CHANGE AND REDUNDANCY

4.1 Termination

- 4.1.1 For serious offences, termination shall be by summary dismissal and no notice shall be given. These may include but not be limited to, theft, severe discrimination or harassment, victimization, physical or verbal threats or abuse, or vandalism.
- 4.1.2 Probationary employees may have their employment terminated by the giving of 1 day's notice at any time during the probationary period by either party.
- 4.1.3 Casual employment shall terminate at the conclusion of each shift.
- 4.1.4 An employee shall give to the employer 2 weeks notice of their intention to terminate their employment. If no such notice is provided, the employer shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this agreement.
- 4.1.5 The employer and an employee may agree to a shorter period of notice for the purpose of this sub clause, in special circumstances.
- 4.1.6 Subject to 4.1.1 and 4.1.2 above, the employer shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

Period of Continuous Service	Period of Notice
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- 4.1.7 The provision of this clause shall be read subject to the provisions of Clause 4.2 Redundancy, of this agreement.

4.2 Redundancy

- 4.2.1 Employer's Duty to Notify
 - (a) Where the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, in the first instance the employer shall notify the employees who may be affected by the proposed changes and subsequently the unions to which they belong.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the agreement makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.2.2 Employer's Duty to Discuss Change

- (a) The employer shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in clause 4.2.1 a) and b), what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / or their union in relation to the changes and may reconsider its original decision.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to clause 4.2.1 a) and b).
- (c) For the purposes of the discussion, the employer shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

4.2.3 Discussion Before Termination

- (a) Where the employer has made a definite decision that it no longer wishes a job done by anyone pursuant to clause 4.2.1 a) and b) 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 the employer has made a definite decision which shall invoke the provision of point 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 employee(s) concerned. Measures to mitigate the adverse effect on employees 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.
- (c) For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

4.2.4 Notice of Termination

- (a) Five weeks notice to terminate or pay in lieu thereof shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
 - 1. Three (3) months notice of termination or
 - 2. Payment in lieu of the notice in point 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - 3. Notice or payment of notice under this paragraph shall be deemed to be service with the employer for the purposes of calculating leave entitlements under this agreement.

4.2.5 Severance Pay

- (a) This sub clause shall apply where an employee is terminated due to redundancy. An employer shall be exempt from the operation of this sub clause where the employee concerned has been offered, but has refused to accept, an alternative position within the employer's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to clause 4.2.4, the employee shall be entitled to the following;

Completed Years Of Service With Employer	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

- 4.2.6 During a period of notice of termination given by the employer, 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 the employer the employee shall provide proof of attendance at an interview.
- 4.2.7 If the employee agrees to be redeployed by the employer into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Agreement. Provided that should the employee resign during the period of salary maintenance, as provided for by this sub clause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- 4.2.8 The employer shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- 4.2.9 The employer 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 Department of Social Security.
- 4.2.10 In the event that the employer determines that a position is redundant, the employer where practicable, shall firstly offer such redundancy on a voluntary basis.
- 4.2.11 If the employer obtains acceptable alternative employment including any transmission of business arrangement for an employee made redundant, the employer may seek an order from the Industrial Relations Commission of New South Wales, that a lesser amount, or that no payment, other than that provided for in sub-clause 4.2.5 above, be made to the employee.
- 4.2.12 Nothing in this clause shall restrict an employee with ten years service or more and the employer from agreeing to further severance payments.
- 4.2.13 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual

employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

PART 5 WAGES AND RELATED MATTERS

5.1 Classification

- 5.1.1 For the purpose of this agreement a Ranger means an employee who may be required to perform any of the following functions: enforcement of legislation and policy, impounding of animals and articles, complaint management, investigation of pollution incidents and illegal building works and development.
- 5.1.2 An employee may be directed to perform any duty within the team provided it is within the skills level of the employee.

5.2 Use of Skills

- 5.2.1 An employee shall be paid the rate of pay that recognises the skills the employee is required to apply on the job. The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by the employer to be used as an adjunct to the employee's normal duties. Employees who are required by the employer to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.
- 5.2.2 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.
- 5.2.3 The employer may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- 5.2.4 An employee required to relieve in a position, which is at a higher level, 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.
- 5.2.5 Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position.
- 5.2.6 Progression from Ranger 1 to Ranger 3 shall be base on skills for each level agreed to by the parties in the first six months of this agreement.
- 5.2.7 Employees shall have access to annual assessments for progression.

5.3 Community Language and Signing Work

- 5.3.1 When an employee utilises skills in a community language as an adjunct to their normal duties in order to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, the employee shall be paid in addition to the weekly rate of pay an allowance of \$14.00 per week. The allowance may be paid on a regular or irregular basis, according to when the work is performed.
- 5.3.2 Such work involves an employee acting as a first point of contact for non-English speaking customers or customers with hearing difficulty. The employee identifies the customer's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- 5.3.3 Such employees convey straightforward information relating to council services to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
- 5.3.4 Such employees shall record their use of a community language and report it to the Compliance Manager.

5.4 First Aid Work

5.4.1 Where an employee is required by the employer to be in charge of a first aid kit and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary level established by the employer, the employee shall be paid in addition to the weekly rate of pay an allowance of \$9.40 per week.

5.5 Allowance

5.5.1 Expenses - All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the employer and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the employer and the employee prior to the duties being performed.

5.5.2 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)	52 cents
2.5 litres (nominal engine capacity) and over	60 cents

(b) Where the car is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum quarterly payment of \$1696.90. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks or long service shall not be counted when calculating the minimum quarterly payment.

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

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

5.6 Wage Increases and Wage Rates

5.6.1 Salary Levels

Year 1 of Agreement

Level 3 - \$996.00 per week {\$1992.00 per fortnight} \$51,792.00

Level 2 - \$971.00 per week {\$1942.00 per fortnight} \$50,492.00

Level 1 - \$946.00 per week {\$1892.00 per fortnight} \$49,192.00

Year 2 of Agreement

Level 3 - \$1017.00 per week {\$2034.00 per fortnight} \$52,884.00

Level 2 - \$991.50 per week {\$1983.00 per fortnight} \$51,558.00

Level 1 - \$966.00 per week {\$1932.00 per fortnight} \$50,232.00

Year 3 of the Agreement

Level 3 - \$1036.35 per week {\$2072.70 per fortnight} \$53,890.20

Level 2 - \$1010.30 per week {\$2020.60 per fortnight} \$52,536.60

Level 1 - \$ 984.00 per week {\$1968.00 per fortnight} \$51,168.00

Note: Progression through salary levels is as per standard Council's Performance Management Policy.

- 5.6.2 If, during the life of this agreement, should an individual Ranger be entitled to a lesser amount (base salary and step increases where applicable) under this Enterprise Agreement than under the Local Government (State) Award 2001, and any subsequent award, the Award rates (base salary in the O3 band plus step increases where applicable as per Council's salary system) will apply to the salary of that individual.

5.7 Payment of Wages

- 5.7.1 The employer shall pay fortnightly. Any other period shall be by agreement between the employer and the employees affected.
- 5.7.2 The employer shall pay by direct credit to the employee's nominated account.
- 5.7.3 The employer shall fix a regular payday for the payment of employees. The employer may alter the payday if there is prior agreement with employees affected.
- 5.7.4 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.
- 5.7.5 The council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.

5.8 Salary Sacrifice

- 5.8.1 The employer and an employee may agree to sacrifice a portion of the pre-tax ordinary pay as prescribed by the agreement to the value of the benefits as identified in sub clause 5.8.2. Such agreement shall not unreasonably be withheld.
- 5.8.2 Benefits that may be salary sacrificed are:
- motor vehicles, supplied by council under a leaseback arrangement
 - child care
 - additional superannuation.
- 5.8.3 The value of the benefits shall be agreed between the employer and employee and shall include fringe benefits tax where applicable. The amount that may be salary sacrificed in cases where the employer supplies vehicles under a leaseback arrangement is the amount the leaseback rate is in excess of the employee's contribution from after tax salary necessary to negate the fringe benefit liability.
- 5.8.4 The benefits to be salary sacrificed and their value shall be in writing and signed by both the employer and the employee.
- 5.8.5 Except as otherwise agreed, the employee may request in writing to change the benefits to be salary sacrificed once per year and the employer shall not unreasonably refuse the request.
- 5.8.6 The employer shall pay an amount equal to the difference between the employees' ordinary pay as prescribed by the agreement and the value of the benefits received by the employee to the employee.
- 5.8.7 The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.

- 5.8.8 The employer will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws. The employer has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- 5.8.9 The value of the benefits shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's superable salary.
- 5.8.10 Nothing in this clause shall affect the right of an employer to maintain or enter into more beneficial arrangements with respect to salary sacrifice for employees.

PART 6 DISCIPLINARY PROCEDURES

6.1 Employee's Rights

- 6.1.1 Have access to their personal files and may take notes and / or obtain copies of the contents of the file.
- 6.1.2 Be entitled to sight, note and / or respond to any information placed on their personal file, which may be regarded as adverse.
- 6.1.3 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.
- 6.1.4 Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.
- 6.1.5 Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

6.2 Employer's Rights and Obligations

- 6.2.1 Be entitled to suspend an employee with or without pay during the investigation process provided that:
- (a) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - (b) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (c) The employer shall not unreasonably refuse an application for paid leave under this provision.
 - (d) By agreement an employee may be transferred to another position or place of work.
- 6.2.2 Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- 6.2.3 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.
- 6.2.4 In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 4.1 of this agreement.
- 6.2.5 Be entitled to request the presence of a union representative at any stage.

6.3 Procedures

- 6.3.1 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.

- 6.3.2 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.
- 6.3.3 Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the employer and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- 6.3.4 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.
- 6.3.5 If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.

6.4 Penalties

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

PART 7 HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK, AND ON CALL, AND CALLBACK

7.1 Hours of Work - Spread of Ordinary Hours

- 7.1.1 The ordinary hours for all employees shall be worked between 7am to 7pm (unless otherwise specified in sub-clause 7.2) Monday and Sunday inclusive and shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.
- 7.1.2 The ordinary rate shall be inclusive of loadings and penalties.
- 7.1.3 Commencing and or finishing times provided for in sub clause 7.2.1 of this clause and / or payment for the spread of hours may be altered by agreement between management and employee(s) concerned and the terms of the agreement referred to the consultative committee for recommendation to the General Manager. At any stage of discussions either the employee(s) or the employer may seek assistance from the appropriate union or association.
- 7.1.4 Any agreement to alter the spread of hours as provided for in this sub clause must be genuine with no compulsion to agree.
- 7.1.5 Where the employer seeks to alter the spread of hours and / or payment for the spread of hours for a new or vacant position, the matter shall be referred to the consultative committee for recommendation to management prior to advertising the new or vacant position.

- 7.1.6 Two unpaid meal breaks of a minimum of 30 minutes each shall be given and taken during the 12-hour shift. The first break is to be taken within the first five hours of continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.

7.2 Rosters

- 7.2.1 An employee, but not a casual employee, shall be given a roster which shows:
- a) the starting and finishing time of work; and
 - b) the days on which the employee is required to work.
- 7.2.2 A roster shall be for an 8 week cycle and shall not be changed unless by mutual agreement. The employer however reserves the right to change pairings within a roster with notice. Any change will initially be discussed with affected employees prior to any changes becoming effective.
- 7.2.3 In the event of an emergency, a roster may be changed without notice including pairings.

7.3 Overtime

- 7.3.1 Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at ordinary rates for the first six hours worked per eight week rostered cycle, with any further overtime worked during this period being paid at double time.
- 7.3.2 Where employees agree to exchange hours or work additional hours amongst themselves (eg: roster changes), this will not be considered as overtime, or fall within the provision of Clause 7.3.1.
- 7.3.3 Overtime shall be claimed within 30 days of it being worked. The employer shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate rate on termination or at other agreed time.
- 7.3.4 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 they have not had least ten consecutive hours off duty between those times shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. This sub clause shall not apply to employees who are on call.
- 7.3.5 Where there is prior agreement between the employer and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid 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 called back to work.

7.4 Meal Allowances

- 7.4.1 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 \$7.60. This sub-clause shall not apply to employees who are on call.
- 7.4.2 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 \$7.60. Thereafter, a further meal allowance of \$7.60 shall be paid after each subsequent four hours worked. This sub-clause shall not apply to employees who are on call.

7.5 On Call

- 7.5.1 For the purposes of this agreement, an employee shall be deemed to be on-call if required by the employer to be available for duty outside of ordinary hours at all times in order to attend emergency and / or breakdown work and / or supervise the call-out of other employees.

- 7.5.2 Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by the employer. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- 7.5.3 Employees required to be on call, except for Christmas Day, shall be paid an on call allowance of \$30.00 per day for each day the employee is required to be on call.
- 7.5.4 For Christmas Day an employee that is required to be on-call, the employee shall be paid \$100 for 7am to 7pm and \$50 for 7pm to 7am.
- 7.5.5 The on call rate in sub clause 7.5.3 and 7.5.4 includes any hours worked by the employee while being on call.
- 7.5.6 The on call period shall be 7pm to 7am Monday to Friday and 7pm to 7.30am Saturday and Sunday.
- 7.5.7 An employee while on call may at the discretion of the Compliance Team Leader be granted a break prior to being required to attend work on the day following their on call period in exceptional circumstances.

7.6 Call Back

- 7.6.1 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.
- 7.6.2 Any employee who is called back to work as defined in sub-clause 7.6.1 shall be paid for a minimum of four hours work at ordinary rates for each time so recalled. Provided that any subsequent call backs occurring within a four-hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid from the time that such employee departs for work. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

PART 8 LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

8.1 Public Holidays

- 8.1.1 Christmas Day shall be removed from the roster under this agreement. New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Boxing Day and all locally proclaimed holidays within the council's area (including concessional leave), and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW are to be considered standard days under this agreement and therefore will be paid at ordinary rates of pay.
- 8.1.2 Union Picnic Day shall for the purposes of this agreement be regarded as a holiday for current financial members of the Union at the time of the picnic day as advised to by the union at least 2 weeks prior to the day falling due. Current financial members of the union will be granted a days time off in lieu which is to be taken by agreement prior to the next picnic day falling due or it will be forfeited. Approval for time off in lieu must sort prior to the day being taken off from the Team Leader Compliance. When assessing any application for this leave due consideration will be given to the requirements of the roster i.e minimum 3 staff required per day.

8.2 Annual Leave

- 8.2.1 Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in sub-clause 8.2.2 of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter to employer and the employee.

8.2.2 The employer may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:

- (a) where the employee has accumulated in excess of eight weeks annual leave
- (b) a period of annual close-down of up to and including 4 weeks.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with sub clause 8.2.1 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 the employer may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
- (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.

8.2.3 The employer shall pay each employee before the commencement of the employee's annual leave, if the employee requests this in writing.

8.2.4 On resignation or termination of employment, the employer shall pay to the employee any accrued annual leave. In addition, the employee shall be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed week of service. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service. Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.

8.2.5 Where an employee receives a varying rate of pay for 6 months in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

8.2.6 An employee may not claim any other form of leave while already on annual leave.

8.3 Long Service Leave

8.3.1 An employee 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

Where an employee has completed more than five years service with the employer and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in

monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

- 8.3.2 Long service leave shall be taken at a time mutually convenient to the council and employee in minimum periods of one week provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.
- 8.3.3 Payment to an employee proceeding on long service leave shall be made by the employer at the employee's ordinary rate of pay at the time the employee enters upon the leave.
- 8.3.4 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.
- 8.3.5 For the purpose of calculating long service leave entitlement in accordance with sub clause 8.3.1 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 employee is currently employed.
- 8.3.6 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 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.
- 8.3.7 For the purpose of this clause, service shall include the following periods: -
- (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a council.
 - (b) In the case of an employee, transferred to the service of a council of a new or altered area - any period of service with the council from which such employee was transferred.
 - (c) Service shall mean all service with a council irrespective of the classification under which the employee was employed.
- 8.3.8 There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by the employer as service at the time leave was taken.
- 8.3.9 When an employee 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 employee at the time of transfer. However, an employee who at the time of transfer has completed at least ten years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with council(s). A statement showing all prior continuous service with the council(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the council's Long Service Leave Record.
- 8.3.10 A council which has received under sub clause 8.3.9 of this clause a monetary equivalent on long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing council(s) the amount paid.

- 8.3.10 Long service leave shall be exclusive of annual leave and any other holidays as prescribed in Part 8 of this agreement, occurring during the taking of any period of long service leave.
- 8.3.11 When the service of an employee is terminated by death the employer 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.
- 8.3.12 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 the same council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

8.4 Sick Leave

- 8.4.1 Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions: -
- (a) the employer shall be satisfied that the sickness is such that it justifies the time off; and
 - (b) that the illness or injury does not arise from engaging in other employment; and
 - (c) that the proof of illness to justify payment shall be required after 2 days absence or after 3 separate periods in each service year; and
 - (d) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- 8.4.2 Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- 8.4.3 The employer may require employees to attend a doctor nominated by the employer at employer's cost.
- 8.4.4 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.
- 8.4.5 Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the council and appointment to the service of another council does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate agreement at the time of transfer.
- 8.4.6 Where an employee has had 10 years' service with the present employer and the sick leave entitlement as prescribed has been exhausted, the employer may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- 8.4.7 Section 50 of the *Workers Compensation Act* 1987 dealing with the relationship between sick leave and workers compensation applies.

8.5 Carer's Leave

- 8.5.1 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 8.5.3(b) below who needs the employee's care and support shall be entitled to use, in accordance with this sub clause, any current or accrued sick leave entitlement, provided for at Clause 8.4, 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.

8.5.2 The employee shall, if required, establish by production of a medical certificate and 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.

8.5.3 The entitlement to use sick leave in accordance with this sub clause is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) 'relative' means a person related by blood, marriage or affinity;
 - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) 'household' means a family group living in the same domestic dwelling.

8.5.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

8.5.5 Time off in Lieu of Payment for Overtime: An employee may, with the consent of the employer, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 7.3 of this agreement for the purpose of providing care and support for a person in accordance with sub clause 8.5.3 above.

8.5.6 Annual Leave and Leave Without Pay: An employee may elect with the consent of the employer to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with sub clause 8.5.3 above. Such leave shall be taken in accordance with clauses 8.2, Annual Leave and 8.12, Leave Without Pay of this agreement.

8.6 Paid Maternity Leave

8.6.1

- (a) This clause applies to all full time and part time female employees who have had 12 months continuous service with the employer immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with the employer 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 employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.
- (c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee 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.

8.6.2

- (a) An employee 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 employee may choose to commence paid maternity leave before the expected date of the birth.

8.6.3

- (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 employee'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.

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

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

8.6.6 Notice of intention to take paid maternity leave the employee must:

provide the employer 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 employer 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 employee 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.

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

8.6.8 Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, the employer 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.

8.7 Bereavement Leave

8.7.1 Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a)-(e) below and provides satisfactory evidence to the employer of such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee, or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph;
 - (1) 'relative' means a person related by blood, marriage or affinity;
 - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) 'household' means a family group living in the same domestic dwelling.

8.8 Jury Service

8.8.1 An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

8.9 Trade Union Training Leave

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

8.9.1 An employee 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 an employer, such leave with pay is at the discretion of employer.

8.10 Emergency Services Leave

8.10.1 Full-time and part-time employees involved in recognised voluntary services including the S.E.S and Rural Fire Services shall be entitled to be paid time off to attend to emergency situations.

- 8.10.2 It shall be the responsibility of the employee to provide prior advice and keep the employer informed about the time off needed to attend to emergency duties.
- 8.10.3 To receive payment, an employee shall provide the employer proof of attendance at the emergency situation.
- 8.10.4 Paid time for attendance at emergencies in the local area shall not be unreasonably restricted.
- 8.10.5 Paid time off for emergencies that are not local shall be limited to two days but may be increased depending upon the nature of the emergency for example, major bush fires.

8.11 Leave Without Pay

- 8.11.1 Periods of leave without pay, shall be taken at a time mutually convenient to the employer 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.
- 8.11.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

PART 9 TRAINING AND RELATED MATTERS

9.1 Objectives

- 9.1.1 The parties to this agreement recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce
 - (b) providing employees with opportunities through appropriate education and training to acquire additional skills and
 - (c) removing barriers to the utilisation of skills in accordance with the employers' training plans.
- 9.1.2 All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - (a) be consistent with the employer's training plan
 - (b) enable employees to acquire the range of skills they are required to apply in their positions
 - (c) enhance employees' opportunities for mobility through the employers' organisation structures, through participation in the employers' training plans.

PART 10 OCCUPATIONAL HEALTH AND SAFETY

10.1 Occupational Health and Safety

- 10.1.1 The employer shall provide a safe place of work and work practices in accordance with the provisions of the *Occupational Health and Safety Act*.
- 10.1.2 The employer 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.

- 10.1.3 The employer 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.

10.2 Dress Standards

- 10.2.1 The employer, having regard to the nature of the industry, the work to be performed and the comfort of the employee, shall have the right to determine a preferred standard of dress for each employee including uniform and colour of clothing.
- 10.2.2 Employees shall be neat and tidy at all times (as would be acceptable when dealing with customers) and shall be responsible for maintaining their uniform in a neat and tidy condition. If an employee is not satisfactorily dressed in accordance with the dress code when in attendance at the workplace, he or she may be directed to cease work without pay until such time as the employee is dressed to the required standard.
- 10.2.3 The employer will not be harsh or unreasonable in applying sub clause 10.2.2.

10.3 Alcohol and Illegal Drugs

- 10.3.1 The parties agree that the use of alcohol or illegal drugs during working hours, including meal breaks, is not permitted.
- 10.3.2 An employee found to be under the influence, in possession, or in control of illegal drug may be dismissed.
- 10.3.3 An employee found to under the influence of alcohol may be dismissed.

PART 11 PERFORMANCE STANDARDS

11.1 Agreed Team Performance Standards

Patrol of 650 car parks = 2 x fortnight

Patrol of Pay and Display car parks = 1 x fortnight + 1 x weekend {Sat/Sun}

Patrol of On street car parks as follows = Collaroy Plateau 1 x month, Sorlie rd 1 x fortnight, May rd 1 x fortnight and Narraweena shops 1 x month

School parking = 1 per am per day + 1 per pm per day

Load limit roads = 1 per day

INFORM requests = completed and complainant advised within 10 days of receipt

Completion of required reporting documents accurately and on time including timesheets.

Completion of after-hours roster = 100%

11.2 Penalties

A breach of agreed performance standards to be advised in writing to the Rangers Team by the Team Leader after each quarter review. Rangers team to respond to alleged breaches in writing within 14 days.

If breach occurs during the next quarter a formal meeting to be held with the team and Team Leader to review performance standards and develop an improvement plan.

If breach continues during either of the next two quarters the Enterprise Agreement to be suspended and award conditions to apply until the breaches are resolved to Councils satisfaction.

SIGNATORIES

Dated this _____ Day of _____ 2003

SIGNED for and on behalf of
WARRINGAH COUNCIL

GENERAL MANAGER

16 / 12 / 03

WITNESS

SIGNED for and on behalf of New South Wales Local
Government, Clerical, Administrative, Energy,
Airline and Utilities Union, Australia

GENERAL SECRETARY

16 / 12 / 03

WITNESS