

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/200

TITLE: Leichhardt Municipal Council Enterprise Agreement 2006-2008

I.R.C. NO: IRC6/580

DATE APPROVED/COMMENCEMENT: 24 February 2006 / 24 February 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 16 June 2006

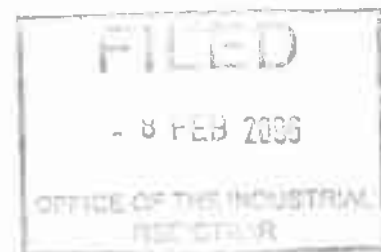
DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by the Leichhardt Municipal Council, who are engaged at the following locations: Waste Services, Area Base Teams, Community Parking Officers, Library Staff, Rangers, Leichhardt Park Aquatic Centre (LPAC) and Night Shift Street and Gutter, who fall within the coverage of the Local Government (State) Award 2004.

PARTIES: Leichhardt Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales



THE LEICHHARDT MUNICIPAL COUNCIL ENTERPRISE AGREEMENT 2006-2008

1. Arrangement

The Agreement is arranged as follows:

Clause No.	Subject Matter
2.	Title of Agreement
3.	Scope and Intent of the Agreement
4.	Term of the Agreement
5.	Parties to the Agreement
6.	Duress
7.	Glossary of Terms
8.	Anti-discrimination
9.	Working Hours
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11.	Sick Leave (including Carer's Leave)
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14.	Study Leave
15.	Grant Days
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17.	Other conditions
18.	Induction of New Employees
19.	Grievance And Procedure
20.	Signatories

2. Title of Agreement

2.1 The title of this agreement is the Leichhardt Municipal Council Enterprise Agreement 2006-2008.

3. Scope and Intent of the Agreement

3.1 The parties to the Agreement are committed to co-operating positively to increase the structural efficiency of Leichhardt Municipal Council and to provide employees with access to fulfilling, varied and better-paid work by providing measures to, for instance:

- a) Improve skill levels and establish skill-related career paths
 - b) Eliminate impediments to multi-skilling
 - c) Achieve greater flexibility in workplace practices
 - d) Eliminate discrimination
 - e) Establish conditions that are fair and equitable
 - f) Work reasonable hours
 - g) Ensure flexibility for work and family responsibilities
- and
- h) Ensure the delivery of quality services to the community and continuous improvement

3.2 This agreement shall replace all organisational agreements 10 years or older including the following agreements:

- a) N^o 6238 filed 6 March 1980
 - b) N^o 6387 filed 11 November 1980
 - c) N^o 6395 filed 21 November 1980
- and
- d) N^o 6466 filed 25 February 1981

3.3 This agreement shall apply to all salaried employees of Leichhardt Municipal Council, including those identified in other Enterprise, local area agreements or Council Agreements, including the following locations:

- a) Waste Services
- b) Area Base Teams
- c) Community Parking Officers
- d) Library Staff
- e) Rangers

- F) Leichhardt Park Aquatic Centre (LPAC)
- G) Night Shift Street and Gutter

3.4 Note that where there is an inconsistency between this agreement and the above-mentioned agreements in clause 3.3 or where this agreement is silent, the provisions in the above mentioned agreements shall apply.

3.5 Where this agreement and the above agreements are silent, then the provisions of the Local Government (State) Award 2004 shall apply.

4. Term of the Agreement

4.1 This Agreement shall operate from the date of registration, and shall remain in force for a period of 36 months unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

4.2 Negotiations for a replacement Enterprise Agreement shall commence at least six months prior to the end of this agreement.

5. Parties to the Agreement

5.1 The parties to this Enterprise Agreement are Leichhardt Municipal Council, and:

- a) The New South Wales Local Government, Clerical Administrative, Energy, Airlines and Utilities Union (USU)
- b) The Development and Environmental Professionals' Association (DEPA)
- c) The Local Government Engineers' Association of New South Wales (LGEA)

6. Duress

6.1 By no duress did any party enter into this agreement

7. Glossary of Terms

Award	Shall mean the Local Government (State) Award 2004 or any of its successors
Carer's Leave	Is the time absent from work due to illness, infirmity or disability of a member of the staff's family
Council	Shall mean the Leichhardt Municipal Council
Family	Will constitute parents (including foster and step parents), legal guardian, sister (including half, foster and stepsister), brother (including half, foster and stepbrother), spouse

(including de facto and same sex partner), child (including step and foster child) and parents of spouse, de facto or grandparents

Leave in Lieu (of Overtime)	Is the time accumulated as a result of working approved time in excess of ordinary hours worked
Overtime	Is time directed to be worked, which exceeds ordinary hours worked by staff members, and is either at the direction, or with the prior approval of the Manager and may be before the commencement of ordinary hours worked, after the completion of ordinary hours of work or on weekends and public holidays, where these are not normal working hours
Proof of Illness	Is a medical certificate from a qualified medical/health practitioner registered with the appropriate government authority; or other practitioner deemed to be acceptable by Council;
Sick Leave	Is the time absent from work due to illness, infirmity or disability of the staff member
Supervisor	Is a person in a position holding delegated authority to approve leave, overtime, i.e. Director, manager, team leader
Union	Shall mean the Development and Environmental Professionals Association (DEPA); the Local Government Engineer's Association of New South Wales (LGEA); and the New South Wales Local Government, Clerical Administrative, Energy, Airlines and Utilities Union (USU)

8. Anti-Discrimination

- 8.1 It is the intention of the parties to this agreement to seek to achieve the object in s 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
- 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

- 8.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 8.4 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 s 56(d) of the *Anti-Discrimination Act 1977*
 - d) A party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction
- 8.5 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 antidiscrimination 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.*"

9. Working Hours

- 9.1 Working Hours for all staff, unless specified in a separate EBA, Local Area Agreement, Contracts, exchange of letters, packages, Custom and Practice or some other instrument will be on the basis of an RDO system. The rules pertaining to each work group are detailed in the Enterprise, local area agreements, Council Agreements or one of the documents referred to above.
- 9.2 Council will develop, in conjunction with staff an Hours Agreement within 6 months of the signing of the agreement.

10 Overtime and Leave in Lieu

- 10.1. Leichhardt Council will provide all staff with access to overtime payments or leave in lieu of overtime, through fair and equitable practices.

- 10.2. Penalty rates or overtime depending on the spread of hours under the employment relationship, commences outside the default hours described in the Local Government State Award or as determined by a Enterprise, packaged arrangements, local area agreements or Council Agreements. Eg: LPAC, Waste Services, Night Shift, Works, Area Base, Managers and Packaged Staff, Child Care Shift, Nine Day Fortnight -Indoor, Nine Day Fortnight -Outdoor, Library, Parking Officers, Rangers and individual agreed variations.
- 10.3. Where staff are directed to undertake additional working hours, they have the right to choose whether they will receive an overtime payment or leave in lieu of overtime.
- 10.4. Where working overtime involves travelling to another workplace, travelling time shall be deemed to be part of the overtime
- 10.5. Where staff are relieving in another position, overtime for the relieving position will be paid at the relieving rate
- 10.6. Directors will make provisions to accommodate staff availing themselves of leave in lieu of overtime
- 10.7. Subject to operational efficiency, leave in lieu may be used in conjunction with RDO time
- 10.8. Leave in lieu of overtime accumulates at single time.
- 10.9. All records of additional hours worked shall be signed by both the staff member and Director or delegated supervisor
- 10.10. Where a period of overtime extends into a Public Holiday, and the major portion of such overtime is worked on the Public Holiday, the whole of the overtime shall be deemed for the purposes of this clause to have been worked on the Public Holiday
- 10.11. When an employee is working overtime, and such overtime terminates at an hour when the usual means of transport to his or her home are not available, the council shall provide, or pay for suitable transport direct to the employee's home
- 10.12. Overtime will be paid at the rates prescribed in the Award, except on Christmas Day or Good Friday when staff will be paid triple time
- 10.13. An employee directed by the council to work a period of overtime, which adjoins the employee's working time and which extends for two hours or more, shall be granted by the employer, after two hours of such overtime a crib break of twenty (20) minutes, which shall be taken at a time directed by the employer, and shall be paid for at the overtime rates applicable for such time. For the purposes of this clause, overtime worked before and after normal ceasing times shall not be regarded as continuous and employee shall

not be entitled to payment for crib time unless the employee is required to continue working overtime after taking such crib time.

- 10.14. An employee directed by the council to work a period of overtime which commences and ceases outside normal working hours, or falls on a day which is not an ordinary working day, shall upon completion of each four hours of such overtime be granted a crib break of twenty (20) minutes which, if the employee is required by the employer to continue working after such crib break, shall be paid for at the overtime rate applicable at such time. Where an employee becomes entitled under the clause to more than one crib break, the employer may direct the employee to take the crib breaks in either separate or consecutive periods, but shall not require the employee to work continuously for more than five hours without a crib break

11. Sick Leave (including Carer's Leave)

- 11.1. To provide all staff with fair and equitable access to sick leave (for the purposes of this clause references to sick leave also includes Carers leave) that is consistent with award provisions and Council's EEO Management Plan.
- 11.2. Paid sick leave applies to all staff at Leichhardt Council employed in a permanent, or temporary capacity
- 11.3. Staff shall be eligible for sick leave at the rates prescribed by the Award, or Enterprise, local area agreements or Council Agreements. Award based entitlements are 15 days per year
- 11.4. Staff, excluding Managers and Packaged staff, who have completed 1 year of service with Council are entitled to a safety net provision. Where their post February 1993 sick leave entitlements have been exhausted, may be granted additional sick leave or Carers at the rate of one week per completed year of service from the commencement of this agreement. This Safety Net provision can only be claimed in circumstances of serious illness or serious illness of an immediate family member and must be approved by agreement between the employees Director and the Manager of Employee Services

This clause does not prevent an employee with 10 years of service with Council claiming additional sick leave under the Award provisions as the circumstances may warrant.

- 11.5. Staff that are unable to attend for duty because of the illness of a family member, will be eligible to take carers leave from their accrued sick leave to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 11.5.1. Staff will notify their supervisor as soon as possible where an occasion arises where it is known that they will be on sick leave.
- 11.6. When sick leave is being reported to Council by staff members or someone on his or her behalf, an indication must be given of the anticipated time of absence
- 11.7. Council requires proof of illness to justify payment of sick leave after two consecutive days absence, or after three separate non-certified sick periods in each service year.
- 11.9. Where staff members do not provide proof of illness, the supervisor will recommend whether sick leave is paid. The decision whether sick leave without a certificate is to be paid rests with the employee's supervisor
- 11.10. Supervisors will ensure that staff complete sick leave forms as soon as possible after the period of sick leave
- 11.11. Where staff members require carer's leave for an extended period of time, the supervisor may grant leave for this period, provided the staff member has accumulated sick leave available
- 11.12. Where staff members have prolonged periods of illness/ disability/ infirmity, Council may require staff to attend a medical/ health practitioner nominated by Council, at Council's expense, to assess their suitability for continued employment

12. Maternity and Supporting Parent Leave

- 12.1. This clause shall be taken to be in conjunction with Council's Maternity Leave Policy
- 12.2. To provide full or part-time staff (including casuals as defined in the award) who have been employed with Council for twelve months, access to maternity and supporting leave
- 12.3. Entitlement to maternity leave applies to all staff members of Leichhardt Council employed in a full or part-time capacity, who have twelve months continuous service immediately preceding an absence on maternity leave
- 12.4. Entitlement to supporting parent leave applies to all permanent staff

members of Leichhardt Council employed in a full or part-time capacity, who have twelve months continuous service

- 12.5. Full maternity entitlements total fifty-two weeks, which can be made up of paid and unpaid leave. Staff are entitled to twelve weeks paid maternity leave on full pay, and may elect to convert this leave to twenty-four weeks on half pay. The remainder may be comprised of unpaid maternity leave, or any accrued annual or long service leave entitlements at full or half-pay
- 12.6. Paid 'Special Maternity Leave' of up to nine weeks is available in cases of illness related to the pregnancy, or termination of the pregnancy other than by the birth of a living child, providing that a medical practitioner certifies that such leave is necessary before her return to work
- 12.7. To apply for maternity leave, staff members should contact the Payroll Office or Employees Services staff not less than ten weeks before the expected date of confinement, and provide a medical certificate confirming the pregnancy and the expected date of confinement
- 12.8. A leave application with updated medical certificate should be provided four weeks before the commencement of maternity leave. The leave application should show the expected date of commencement of maternity leave, and any other paid or unpaid leave being taken in conjunction with maternity leave
- 12.9. Staff members returning from maternity leave are entitled to return to their original position of employment. If for any reason this no longer exists, they will be appointed to a vacancy, which closely resembles their original position
- 12.10. Staff returning from Maternity Leave may apply to return on reduced hours, if this is necessary to meet their Carer's responsibilities, and can be reasonably accommodated in the workplace
- 12.11. Absence on unpaid maternity leave does not interrupt continuity of service. During on unpaid maternity absence leave entitlements or other benefits are not accrued
- 12.12. Supporting Parent leave shall be a period of one-week, (five working days), with pay at the salary or wage that would normally apply at the time the leave is taken
- 12.13. Supporting parent leave shall be allowed in respect of any one confinement with every birth to any male employee of the Council who is the father, or the person accepting the responsibility for the care and maintenance of expected or newly born child/children (see Council Policy for adoption and other circumstances)

- 12.14. Supporting parent leave shall only be granted for the period commencing one week immediately before the expected birth and ending five weeks after the expected date of birth
- 12.15. Supporting parent leave may be taken as single days provided the total number of single days does not exceed five working days

13 Bereavement Leave

13.1 To provide employees with access to paid leave for purposes of bereavement

13.2 Persons for whom bereavement leave may be claimed include:

- a) Employee's spouse
- b) A de facto spouse, who is of the same or opposite sex to the employee and lives with them as a de facto partner on a bona fide domestic basis, but is not legally married to them
- c) Children (*including adopted, foster, step child/ren and ex-nuptial*), parents (*including foster parent, step parent and legal guardian*); parents of spouse, grandparents, grandchild/ren, siblings (*including half, foster and step siblings*), of the employee or employee's spouse or de facto spouse
- d) Same sex partner who lives with the employee
- e) Relative of the employee who is a member of the same household, who is related by blood or marriage

13.3 Council will pay five days bereavement leave on the death of an employee's :

- a) Spouse
- b) Parent
- c) De facto (including same sex)
- d) Child (including half, foster or step)

13.4 Council will pay two days bereavement leave on the death of an employee's:

- a) Grandparent
 - b) Sister/brother
 - c) Mother/father in law
 - d) Stepbrother/sister
- (This includes adopted, half, foster, step and in law relations)

14 Study Leave

14.1 Leichhardt Council believes that training and development will improve staff efficiency and result in better services to the community. Leichhardt Council encourages staff to undertake TAFE and university courses that enhance their work skills and improve career opportunities

- 14.2 As an Equal Employment Opportunity employer, Council offers all employees equal access to benefits under the Study Assistance Policy
- 14.3 The Study Assistance Policy applies to all permanent staff of Council. It provides access to:
- a) Career Foundation Study is training required to develop essential skills. It encompasses formal studies to obtain first qualifications in their field of employment. Council will reimburse the following Career Foundation training fees:
 - i. Full TAFE fees
 - ii. University fees to a maximum of \$1,500 per semester
 - iii. Fees will pay for a subject once. Council will not pay for subjects failed or not completed
 - iv. For apprentices only, Council will pay associated costs such as books, in line with existing award entitlements
 - v. Staff that have difficulties paying fees in advance may ask for special consideration. Fees will only be paid in advance for the first year of study
 - b) Career Development Study training that further develops practical or professional skills, updates qualifications or improves career opportunities. Council will reimburse the following Career Development training fees on successful completion of each semester or year program:
 - i. TAFE fees to a maximum of \$500 per semester
 - ii. University fees to a maximum of \$1,500 per semester
 - iii. Council will pay for a subject once. Fees will not be paid for subjects failed or not completed
 - iv. Staff that has difficulties paying fees in advance may ask for special consideration. In this case, fees may be paid in advance for the first year of study. Following the first year, fees will be paid retrospectively
- 14.4 Staff commencing employment before 31 January are eligible for Fee Assistance for their first year of employment. Staff employed after January, and who are undertaking study at the time of employment may request pro-rata fees assistance and study leave for the remainder of the year.
- 14.5 Additional benefit may be negotiated under Career Development or Career Foundation through their performance management system instead of receiving paid allowances
- 14.6 Staff must maintain a pass on their course, and provide evidence of their results each year to remain eligible for Fee Assistance

14.7 Staff may apply for study assistance for more than one course, but will normally be eligible for fee assistance for only one university course

14.10 Study Leave is available to full time staff as detailed below:

- a) Half a day per week to attend classes, where the classes can only be undertaken during working hours. Where a full day's attendance per week is required, staff may take half-day study leave and make up the other half day by forgoing their RDO entitlement
- b) Time required to take exams
- c) Half day study leave immediately before an exam
- d) Maximum of 10 days leave per year to attend compulsory residential schools for distance courses

15. Grant Days

15.1 In addition to annual leave entitlements prescribed by the Award, employees after twelve months of service with Council shall be entitled to additional leave on full pay, being the working days between Christmas and New Years for a Monday to Friday work pattern (normally maximum of three days). The number of grant days is the same for 7 day rotating rostered staff regardless of their work pattern.

15.2 For the period of this agreement the grant days and Christmas Eve shall be:

Grant Days

- a) Wednesday 27 to Sunday 31 December 2006 inclusive
- b) Thursday 27 December 2007 to Monday 31 December 2007
and
- c) Saturday 27 December 2008 to Wednesday 31 December 2008

Christmas Eve

Is the last two calendar days prior to Christmas Day being

22nd or 24th of December 2006

24th of December 2007

24th of December 2008

15.3 The parties agree that Council offices will remain open through a skeleton staff during the period between Christmas and New Year

15.4 All staff will be allowed to work a shorter shift on the last working day prior to Christmas (based on attendance at work that day). Subject to operational and customer service needs. Employees who are required to work during these periods shall be entitled to receive leave in lieu for the hours worked on Christmas Eve and Grant Days.

16. NAIDOC Day

16.1 Leichhardt Council provides employees who are Aboriginal or Torres Strait Islanders a single day's holiday so they can participate in National Aboriginal and Islander Day celebrations. Eligible Staff will be a member of the Aboriginal race or a descent of an indigenous inhabitant of the Torres Strait Islanders or Australia and identify and are accepted by an Aboriginal or Torres Strait Islander Community will be given the single day to participate and in an event celebrating the occasion.

17 Other conditions

17.1 Interest free loans will be provided by Council to permanent staff members (with sufficient leave credits to cover the cost of repayments) for travel to and from work through a public transport pass or push bike to the value of \$2,000.00

17.2 One free swim entry to the Leichhardt Park Aquatic Centre or Dawn Fraser Pool per normal working day. It is preferred that staff use this provision during the individuals lunch break. However, it is recognised that some staff due to work schedules may access the pool at alternative times during the week

17.3 A daily travel allowance as per the table below is payable to employees where travel for employment purposes involves an overnight stay:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$35.00
Incidentals	\$20.00

Should the conference or accommodation packages include the provision of these meals, then that meal allowance cannot be claimed. Incidental costs are paid for all overnight stays. These allowances are to be reviewed on and Annual basis.

18. Induction Of New Employees

The Union Delegates or officials of the Unions who are parties to this agreement will be informed of all new employees and will be invited to speak at Councils formal induction program. All new employees will be given a Union membership form for the appropriate Union on commencement of their employment.

19. Grievance And Dispute Procedures

- 19.1 At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate, and council represented by the Association
- 19.2 The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld
- 19.3 A grievance or dispute shall be dealt with as follows:
- 19.3.1 The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute, and the remedy sought, in writing
 - 19.3.2 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
 - 19.3.3 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
 - 19.3.4 A further meeting between all parties shall be held as soon as practicable. If the matter remains unresolved, the General Manager shall provide the employee(s) with a written response
 - 19.3.5 The response shall include the reasons for not implementing any proposed remedy. Where the matter remains unresolved, the General Manager, or other authorised officer may refer it to the employee's union or representative for further discussion between the parties
- 19.4 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure
- 19.5 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

20. Signatories to the Agreement

Signed for and on behalf of **Leichhardt Municipal Council**

Signature



A horizontal line of small, evenly spaced dots, serving as a separator between the signature and the printed name.

Printed Name and Occupation

Peter Head, General Manager

Common Seal of Company (if applicable)

Date

And Signed for and on behalf of the **Development and Environmental Professionals Association (DEPA)**

Signature



Printed Name and Occupation

Ian Robertson, Secretary

Date

24 January 2006

Signed for and on behalf of the **Local Government Engineer's Association of New South Wales (LGEA)**

Signature



Printed Name and Occupation

Martin O'Connell Director

Date

25 January 2006

Signed for and on behalf of the **New South Wales Local Government, Clerical Administrative, Energy, Airlines and Utilities Union (USU)**

Signature


Manager Metropolitan

Printed Name and Occupation

for Brian Harris, General Secretary

Date

25 January 2006