

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA10/22

**TITLE:** Fairfield City Council (Concessional Leave) Enterprise Agreement 2009

**I.R.C. NO:** IRC10/333

**DATE APPROVED/COMMENCEMENT:** 10 May 2010 / 10 May 2010

**TERM:** 5

**NEW AGREEMENT OR  
VARIATION:** Replaces EA00/239.

**GAZETTAL REFERENCE:** 25 June 2010

**DATE TERMINATED:**

**NUMBER OF PAGES:** 4

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Fairfield City Council, located in Fairfield NSW 2165 who falls within the coverage of the Local Government (State) Award 2007.

**PARTIES:** Fairfield City Council -&- the Electrical Trades Union of Australia, New South Wales Branch, 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

**FAIRFIELD CITY COUNCIL (CONCESSIONAL LEAVE) ENTERPRISE**  
**AGREEMENT 2009**

OFFICE OF THE INDUSTRIAL  
REGISTRAR

**1. AREA, INCIDENCE AND DURATION**

- 1.1 This is an enterprise agreement pursuant to Chapter 2, Part 2 of the *Industrial Relations Act 1996* between Fairfield City Council, the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, the Local Government Engineers' Association, the Development and Environmental Professionals' Association, and the Electrical Trades Union.
- 1.2 The Agreement shall cover all employees employed at Fairfield City Council.
- 1.3 The Agreement shall come into operation from the first full pay period to commence on or after the date of certification by the NSW Industrial Relations Commission, and shall remain in force until 31 October 2010. This Agreement will remain in place until replaced or repealed.

**2. RATES OF PAY AND SALARY SYSTEM**

- 2.1 At the operation of this Agreement, Council agrees to pay a zero point five percent (0.5%) increase to rates of pay in its salary system that were applicable from the first full pay period commencing on or after the ratification of this agreement (the "pay increase"). This is in addition to the pay increase prescribed as per Part B of the *Local Government (State) Award 2007*.
- 2.2 Additionally, at the operation of this Agreement, Council agrees to pay a one off cash bonus to all permanent full time staff of one point five percent (1.5%) of the annual base rate of pay as determined by its salary system as at the first full pay period commencing on or after 1 November 2009.
- 2.3 Additionally, at the operation of this Agreement, Council agrees to pay a one off cash bonus to all permanent part time staff on a pro-rata basis of one point five percent (1.5%) of the annual base rate of pay as determined by its salary system as at the first full pay period commencing on or after 1 November 2009. This is in addition to the pay increase.
- 2.4 The percentage increase as outlined in 2.1 above will not be applicable to any allowance. Allowances will be adjusted in accordance with the specified amounts outlined in the *Local Government (State) Award 2007*.

**3. DEVELOPMENT OF A CONCESSIONAL LEAVE POLICY**

- 3.1 The Parties agree to the introduction of a Concessional Leave policy to be read in conjunction with Clause 17: Concessional Leave of Fairfield City Council Enterprise agreement, 2000. This policy is to stipulates that:

- i All Concessional leave entitlements (1day/4 day as applicable) will be retained, but with no cashable or accrued value on termination;
  - ii All existing Concessional Leave accrual as at 1st of November, 2009 will be preserved to be redeemed as leave for a fixed period of time, but must be exhausted within the timeframe prescribed below or else forfeited;
    - a. Staff with less than seventy (70) hours of Concessional Leave must exhaust preserved entitlements by the 30th June, 2010.
    - b. Staff with more than seventy (70) hours but less than one hundred and forty (140) hours of Concessional Leave must exhaust preserved entitlements by the 31st December, 2010.
    - c. Staff with more than one hundred and forty (140) hours of Concessional Leave must exhaust preserved entitlements by the 30th June, 2011.
  - iii Where an employee requests leave for the purposes of meeting the requirements of exhausting Concessional Leave balances, such agreement to the taking of leave will not be unreasonably withheld.
  - iv Where a mutually agreed time for the taking of accrued leave cannot be reached between the employee & their manager, the manager will direct when leave will be taken with four weeks written notice or a lesser period of notice where mutually agreed on a case by case basis.
  - v Notwithstanding Clause 3.1ii above, where an employee is unable to exhaust preserved concessional leave entitlements due to legitimate operational reasons the employee may be authorised to extend the preservation period in excess of the time frames prescribed so long as written approval is sort and obtained from the Department Executive Manager.
  - vi Where an employee is to terminate their employment for what ever reason during the transitional arrangements (1st November 2009 to 30th June 2011) of this agreement, the employee is to make suitable arrangements with their immediate supervisor to ensure that any forfeiture of the employees existing Concessional leave balance is minimized and an adequate business handover/notice period is provided prior to leaving the organisation.
  - vii All future Concessional leave entitlements must be used within the financial year that they are issued, with no cash out or accruals carrying over to the following year permitted.
  - viii Changed date of issue for Concessional leave entitlement brought forward to 1st July each year.
- 3.2 The Unions agree not to make any extra claims for general increases in rates of pay or allowances or seek any reference to or make any claims in relation to further Award variations between the commencements of this agreement until after 31 October 2010.

3.3 The Unions undertakes, as a sign of good faith, to formally cease and withdraw all current disputes listed under Clause 30, Grievance & Disputes relating to the development of policies.

**4. RELATIONSHIP WITH THE AWARD**

4.1 The Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 2007 however so defined ("the Award") or any industrial instrument which replaces it, as agreed to by the unions and the employer.

4.2 The Agreement shall not affect the payment of Award based increases and there shall be no absorption of such increases for the purposes of this Agreement.

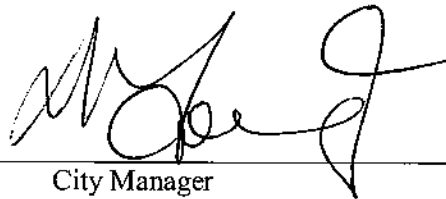
4.3 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

4.4 Where this Agreement is silent, the Award shall prevail.

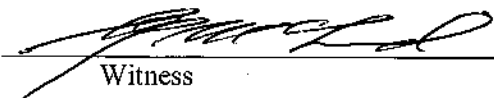
4.5 In particular and for clarity, Clause 30, Grievance and Disputes Procedure, of the Award and Clause 3, Anti-discrimination, of the Award apply to this Agreement.

**SIGNATURES**

Signed for and on behalf of  
Fairfield City Council

  
\_\_\_\_\_  
City Manager Date 8/3/10

In the presence of

  
\_\_\_\_\_  
Witness Date 8/3/10

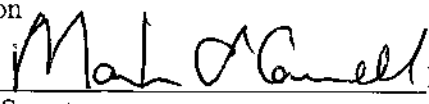
Signed for and on behalf of  
United Services Union

  
\_\_\_\_\_  
General Secretary Date 30/11/09

In the presence of

  
\_\_\_\_\_  
Witness Date 30/11/09

Signed for and on behalf of  
Local Government Engineers' Association

  
\_\_\_\_\_  
Secretary Date 23/2/10  
DRESON

In the presence of

M. Pearson Date 23/2/10  
Witness

Signed for and on behalf of  
Development and Environmental Professionals' Association

[Signature] Date 12.02.10  
Secretary

In the presence of

J. Harrison Date 12.02.10  
Witness

Signed for and on behalf of  
Electrical Trades Union

P. Sinclair Date 25.2.10  
~~ASST. SECRETARY~~ Secretary

In the presence of

[Signature] Date 26.2.10  
Witness