

Double sided.

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/5

TITLE: Orange City Council Building Trades Group Enterprise Agreement

I.R.C. NO: 97/5848

DATE APPROVED/COMMENCEMENT: 4 November 1997 and commenced from the 1 August 1997

TERM: Expires 1 August 2000

**NEW AGREEMENT OR
VARIATION: New**

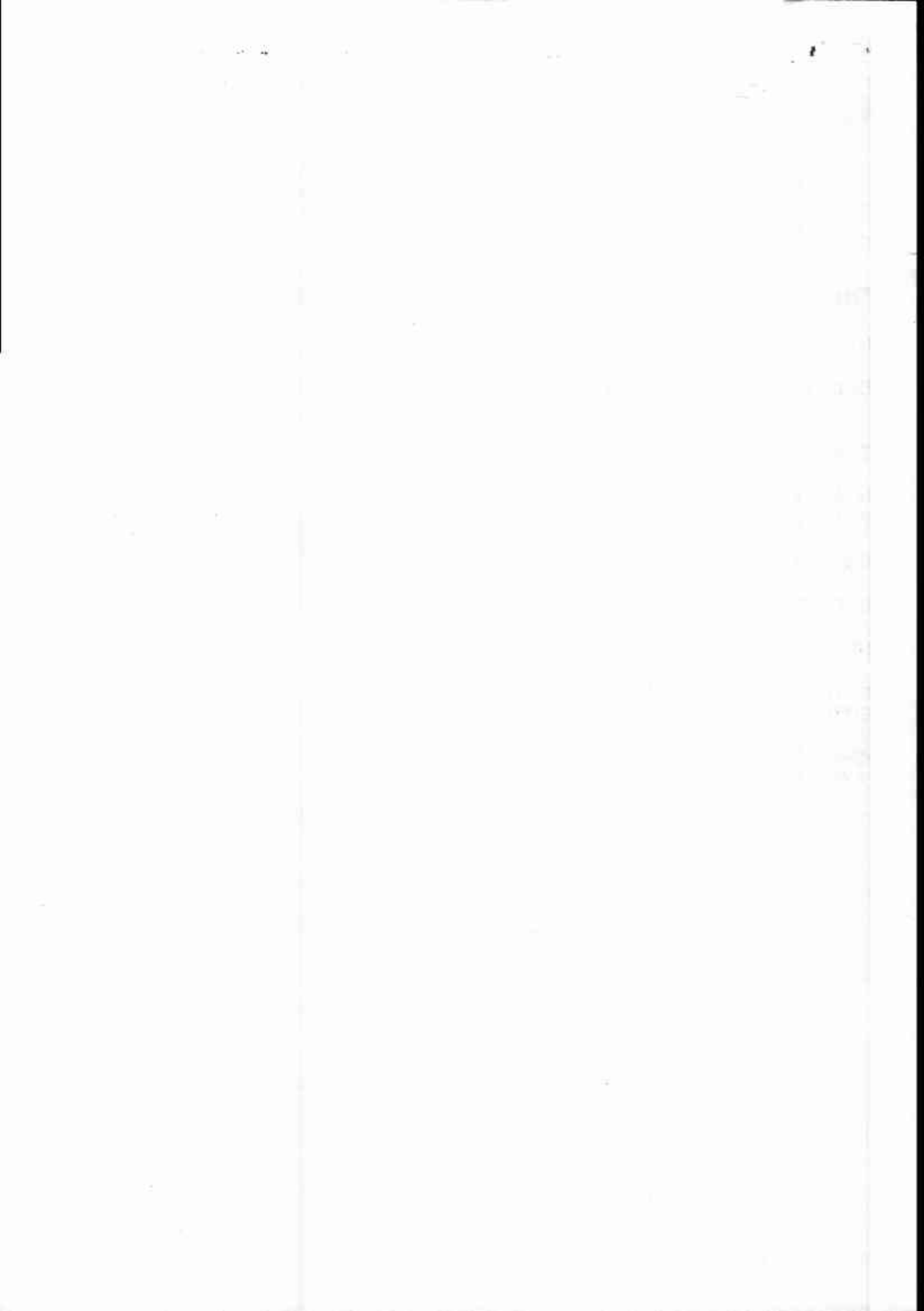
GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 38

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Employees employed in the Building Trades Group**

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



Registered
Enterprise Agreement
Industrial Registrar

Orange City Council

Building Trades Group Enterprise Agreement

INDEX

Clause No.	Title	Page No.
1	Title and Intention of the Parties	3
2	The Parties	3
3	Duress	3
4	Duration	3
5	Definitions	3
6	Relationship with the Award	3
7	Purpose of the Agreement	4
8	Classification Structure and Rates of Pay	5
9	Basis of Pay Increases	6
10	Payment of Employees	7
11	Values	7
12	Expenses	8
13	Residence	10
14	Hours of Work	10
15	Overtime	11
16	Public Holidays	14
17	Leave Provisions	14
18	Part-time Employment	24
19	Casual Employment	25
20	Job Share Employment	25
21	Consultative Committee	25
22	Appointment and Promotion	25
23	Training and Development	25
24	Use of Skills	27
25	Disputes and Grievance Resolution	27
26	Disciplinary Procedures	28
27	Occupational Health and Safety	30

Clause No.	Title	Page No.
28	Termination of Employment	30
29	Redeployment and Redundancy	31
30	Renegotiation of the Agreement	37
31	Signatories to the Agreement	37

Registered
Enterprise Agreement
Industrial Registrar

1. Title and Intention of the Parties

- 1.1 This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the Industrial Relations Act 1996, and shall be known as the Orange City Council, Building Trades Group Enterprise Agreement and shall provide the basis for entitlements in the areas addressed by the Agreement.
- 1.2 This Agreement shall apply to all employees employed as in the building trades group by Council.

2. The Parties

The Parties to this Agreement are Orange City Council (herein after referred to as the Council) and the Federated Municipal and Shire Council Employees' Union of Australia (New South Wales Division) (herein after referred to as the Union).

3. Duress

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

4. Duration

The Agreement shall come into operation from the date of registration by the parties and benefits shall accrue to staff from the 1 August 1997 and shall remain in force for a period of three (3) years.

5. Definitions

Award: Award shall mean the Local Government (State) Award which prior to the making of this Agreement provided salaries and conditions for the building trades group.

Council: Shall mean Orange City Council.

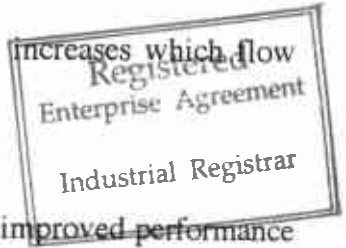
Union: Shall mean the Federated Municipal and Shire Council Employees' Union of Australia (New South Wales Division).

6. Relationship with the Award

- 6.1 This Agreement shall wholly replace the Award and shall provide the basis for determining the rates of pay and conditions of employment of employees employed by Council in the building trades group.

6.2 Increases in rates of pay and allowances which occur in the Award shall be reflected by increases in this Agreement. Such increases shall be of the same quantum and operative on the same date as increases in the Award.

6.3 The increases prescribed by this Agreement shall be in addition to increases which flow from variations to the Award.



7. Purpose of Agreement

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

7.2 The Agreement reflects a commitment by all employees of Council to act in a responsible manner to each other.

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

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

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

7.6 The Agreement reflects a commitment by all employees to participate in broadening the range of skills they exercise, to undertake related training, and where necessary to accept redeployment from a position made redundant. Council shall, in an effort to support this commitment, provide the training necessary to achieve these objectives.

7.7 The Agreement aims to achieve the following objectives:

- (i) Establishing a positive direction for the future by working together.
- (ii) Improving employee remuneration through achievements in productivity and performance management.

-
- (iii) Providing a flexible workforce and working arrangements to meet the needs of customers, employees and Council.
 - (iv) Increasing employee satisfaction through continuously improving employee relations.
 - (v) Developing employee skills which, in turn, will provide enhanced career opportunities and improved job satisfaction.

7.8 Nothing in this Agreement shall be taken or used to impede, inhibit, or prevent any Council decision taken as a strategy to develop competitive work practices where such works can be identified, specified and submitted for public tendering.

Council shall maintain a mix of building work undertaken between work performed by contractors and work performed by Council staff.

8. Classification Structure and Rates of Pay

8.1 The rates of pay for the building trades group shall be determined by reference to the Local Government Job Evaluation Questionnaire. The Questionnaire identifies the skills and accountabilities of all positions and determines a work value point outcome for each position. These work value points are used to establish a grading structure and rates of pay as detailed below.

E-76

8.2 The relationship between the work value points scored by the position, the grade and the rate of pay is detailed in the following table.

GRADE	WORK VALUE POINT RANGE	RATES OF PAY as at 1 August 1997
1	100-120	\$482.45
2	121-140	\$501.65
3	141-160	\$520.97
4	161-186	\$540.84
5	187-213	\$563.35
6	214-240	\$585.84
7	241-276	\$608.45
8	277-313	\$635.59
9	314-350	\$662.85
10	351-380	\$689.86
11	381-410	\$735.33
12	411-440	\$780.44
13	441-476	\$825.79
14	477-513	\$871.13

Registered
Enterprise Agreement
Industrial Registrar

8.3 Employees in receipt of a payment in excess of the rate of pay specified for their Grade in the table above shall have their actual rate increased by 15.0%. This increase reflects the adjustment made to the rates included in table in subclause 8.2 and shall not be subject to absorption in future Award increases.

9. Basis of Pay Increase

9.1 General

The increase in rates of pay, of 15.0%, which is included in the new rates detailed in table above are based on the following calculation:

Industrial Relations Commission
Cor-Glynn J.

.....IRC97/5848.....

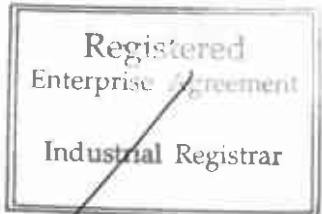
.....
Tendered by Bell E-6
4/11/97 [Signature]
.....
Associate.

8.2 The relationship between the work value points scored by the position, the grade and the rate of pay is detailed in the following table.

Not used by

ex 6.

GRADE	WORK VALUE POINT RANGE	RATES OF PAY as at 1 August 1997
1	100-120	\$464.95
2	121-140	\$484.15
3	141-160	\$503.36
4	161-186	\$522.56
5	187-213	\$544.30
6	214-240	\$566.03
7	241-276	\$587.88
8	277-313	\$614.10
9	314-350	\$640.43
10	351-380	\$666.54
11	381-410	\$710.47
12	411-440	\$754.05
13	441-476	\$797.87
14	477-513	\$841.68



8.3 Employees in receipt of a payment in excess of the rate of pay specified for their Grade in the table above shall have their actual rate increased by 15.0%. This increase reflects the adjustment made to the rates included in table in subclause 8.2 and shall not be subject to absorption in future Award increases.

9. Basis of Pay Increase

9.1 General

The increase in rates of pay, of 15.0%, which is included in the new rates detailed in table above are based on the following calculation:

Work Practice Change	Percentage Increase
An increase in weekly ordinary working hours from 38 to 40.	7.9%
An increase in lieu of skills based progression.	5.0%
An increase to reflect the flexibility in the spread of hours to facilitate early starts, late finishes and working additional time to meet the work flow requirements of the team.	2.1%
TOTAL	15.0%

10. Payment of Employees

- 10.1 Council shall pay by the fortnight. Any other period shall be by agreement between Council and the employees affected.
- 10.2 Council shall pay by direct credit to the employee's nominated account. Council shall meet all charges ancillary to such payment.
- 10.3 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.
- 10.4 Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 10.5 Council shall fix a regular pay day for the payment of employees. Council may only pay employees on any other day if an agreement is reached between Council and the employee(s) affected.

11. Values

11.1 Customer Service

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

11.2 Teamwork

Council aims to be a team-based organisation. The parties agree to work towards the establishment of workplace reform programs that may include self managed teams. This will require the parties to provide leadership, support and participation in all aspects of workplace change.

11.3 Consultation and Negotiation

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

The parties will consult jointly the endeavour to reach agreement with employees about issues and initiatives which affect the workplace and employees.



12. Expenses

12.1 Telephone

Where an employee and Council agree that a telephone installed at the employee's residence can be used as a means of communication to such employee the Council shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on Council's behalf.

12.2 Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by Council and, where practicable shall be included in the next pay period. The method and mode of travelling and any other travelling arrangements shall be arranged mutually between Council and the employee.

12.3 Car Allowance

(i) 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)	44
2.5 litres (nominal engine capacity) and over	51

(ii) (a) If the amount payable under this subclause for a car does not equal in any period of three months, a minimum allowance of \$1,442.50, the amount of such deficiency shall be paid quarterly by Council to the employee provided that a motor car is available continuously when the employee is on duty.

Provided that, for the purpose of such minimum quarterly allowance, any deficiency so paid shall be taken into account at the end of the year for the purpose of determining the rate per kilometre in respect of kilometres travelled during the year.

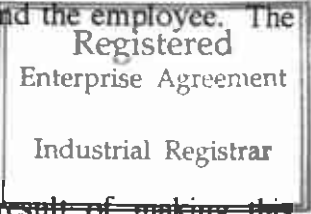
Provided also that Council shall be at liberty on twelve months' notice to the employee to terminate any arrangement for the supply of the employee of a motor vehicle. The employee shall be required to give twelve months' notice of an intention to terminate the arrangement.

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

(c) Where by agreement an employee provides their own car for use on official business on an intermittent, irregular or casual basis, the employee shall be paid in accordance with paragraph (i) of this subclause and shall not be entitled to payment of the minimum yearly allowance.

13. Residence

Where an employee is supplied by Council with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between Council and the employee. The rental value as agreed may be deducted from the pay of the employee.



14. Hours of Work

14.1 The ordinary hours of work for building tradespersons, as a result of making this Agreement, shall be forty (40) per week. This increase in hours shall be affected by staff increasing the period they work on each working day between Monday and Friday. This increase in hours shall be rewarded by the additional pay and entitlements detailed in clause 8. Classification Structure and Rates of Pay.

14.2 Spread of Hours

(i) The ordinary hours for all employees shall be worked between Monday and Friday inclusive and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.

(ii) Rostered Days Off (RDOs) shall be staggered amongst employees within the group and taken at a time determined by the Supervisor.

(iii) All working hours existing at the operative date of this Agreement that have been validly entered into shall be deemed to have satisfied subclause (v).

(iv) Any agreement to alter the spread of hours as provided for in subclause (v) must be genuine with no compulsion to agree.

(v) Commencing and finishing times outside the spread of ordinary hours in subclause (i) of this clause may be agreed upon by management and the employee(s) concerned.

(vi) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work.

15. Overtime

15.1 General

(i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or after the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.

(iii) Overtime worked on Sunday shall be paid for at the rate of double time.

(iv) Overtime shall be claimed within 30 days of it being worked.

(v) An employee (other than a casual) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that he or she has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without having had ten (10) consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten (10) hour break without loss of pay.

This subclause shall not apply to employees on a call back in accordance with this Agreement unless such employees are required to work for four hours or more.

(vi) Hours worked after the rostered finishing time, to increase the effectiveness of the team, where the work is continuous from normal hours and does not extend beyond the twelve (12) hour spread provided in the Award, shall be taken as time off in lieu up to a maximum of five (5) hours per week.

(vii) Where in excess of five (5) hours overtime is worked in any one week an employee may elect either to be paid the appropriate overtime rate or be granted time in lieu. Where agreement has been reached between management and staff that the overtime shall be taken as time off in lieu, then the time off in lieu shall be accrued at the rate of single time. Time off in lieu shall be taken at a time mutually convenient to the employee and the relevant manager.

(viii) In the event of a significant dispute arising regarding the overtime provision the matter shall be handled consistent with the grievance resolution procedure in this Agreement.

15.2 On Call

(i) For the purposes of this Agreement, an employee shall be deemed to be on call if required by Council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work.

(ii) One member of the group shall be rostered to attend call outs each week and shall be provided with a mobile phone to allow flexibility in the operation of the on call requirements.

(iii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by Council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.

(iv) Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with clause 14. Hours of Work shall be paid an on call allowance of \$10.50 for each such day the employee is required to be on call.

(v) Employees required to be on call on days other than their ordinary working days shall be paid a minimum on call allowance of \$22.00 for each such day the employee is required to be on call.

(vi) Provided that the on call allowances in subclauses (ii) and (iii) of this sub-clause shall not exceed \$66.00 for any one week.

Registered
Enterprise Agreement

(vii) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work.

(viii) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day to be taken at an agreed time.

15.3 Call Back

(i) 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.

(ii) Any employee who is called back to work as defined in sub-clause (i), shall be paid for a minimum of two (2) hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on call back shall be paid the appropriate overtime rate 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.

15.4 Meal Allowance

(i) 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 \$6.50.

(ii) 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 \$6.50. Thereafter, a further meal allowance of \$6.50 shall be paid after each subsequent four hours worked.

(iii) An employee who works on a day other than an ordinary working day shall be paid a meal allowance of \$6.50 after each four hours overtime worked.

16. Public Holidays

16.1 The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within Orange, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.

16.2 Union Picnic Day shall for the purposes of this Agreement, be regarded as a holiday. The Picnic Day shall be on such day as is agreed between Council and the employees.



16.3 (i) Where any of the holidays prescribed by this Agreement fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.

(ii) The holiday will be considered to be the hours worked had the employee been at work.

(iii) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this Agreement, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.

(iv) Where an employee is required to work ordinary hours on a holiday as prescribed by this Agreement, Council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.

17. Leave Provisions

17.1 Sick Leave

(i) Employees who have completed 30 days service with Council and who are unable, due to sickness, to attend for work shall be entitled during each year of service to fifteen (15) days sick leave on the ordinary rate of pay, subject to the following conditions:

(a) Council shall be satisfied that the sickness is such that it justifies the time off, and

(b) That the illness or injury does not arise from engaging in other employment, and

(c) That the proof of illness to justify payment shall be required after two (2) days absence, or after three (3) separate periods in each service year, and

(d) When requested, proof of illness shall indicate the employee's inability to undertake their normal duties.

(ii) Proof of illness shall include, but not be limited to, certification from a qualified medical/health practitioner, registered with the appropriate government authority.

(iii) Council may require employees to attend a doctor nominated by Council at Council's cost.

(iv) Sick leave shall accumulate from year to year so that the balance of the entitlement to sick leave not taken in any one year of service may be taken in a subsequent year or years. This sub-clause shall not be read as reducing an employee's accumulation of untaken sick leave, at the time of making this Agreement, or affecting the right of an employee to take sick leave.

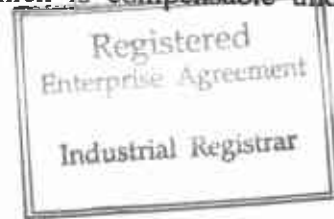
(v) Where an employee has had 10 years' service with Council and the sick leave entitlement as prescribed has been exhausted, Council may grant such additional leave as, in its opinion, the circumstances warrant.

(vi) Where an employee had an entitlement, prior to the making of this Agreement, for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993, the following provisions shall apply:

(a) In the event of the termination of service of an employee on account of ill-health and Council is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid accrued sick leave at full pay to which such employee would be entitled under this clause.

(b) When the service of an employee is terminated by death, Council shall pay to the employee's estate the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.

- (c) Payment under this sub-clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment which ~~is compensable under~~ the Workers Compensation Act, 1987.



17.2 Carers Leave

(i) Use of Sick Leave

An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (iii), who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement provided for at clause 17.1 of this Agreement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

(ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

(iii) The entitlement to use sick leave in accordance with this 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 de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 3. a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of the spouse, grandparent, grandchild or sibling (including half, foster and step siblings) of the employee or spouse or de facto spouse of the employee; or
 4. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

5. a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

(i) "relative" means a person related by blood, marriage or affinity;

(ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(iii) "household" means a family group living in the same domestic dwelling.

(iv) An employee shall, wherever practicable, give Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of the 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.

(v) Time off in Lieu

An employee may, with the consent of Council, elect to take time off in lieu of payment of overtime accumulated in accordance with the provisions of clause 16 Overtime of this Agreement for the purposes of providing care and support for a person in accordance with subclause (iii) above.

(vi) Make-up Time

An employee may elect, with the consent of Council, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay for the purpose of providing care and support for a person in subclause (iii) above.

(vi) Annual Leave

An employee may elect, with the consent of Council, to take annual leave, or leave without pay, for the purpose of providing care and support for a person in subclause (iii) above. Such leave shall be taken in accordance with the annual leave and leave without pay provisions in this Agreement.

17.3 Annual Leave

(i) 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 (ii), shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the employee.

(ii) Council 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 4 weeks, or other period by agreement.
- Provided that:



(1) 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.

(2) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with Council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay and such annual leave payment as is due at the time of termination.

(3) 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.

(iii) Council shall pay each employee before the commencement of the employee's annual leave.

(iv) On resignation or termination of employment, Council shall pay to the employee any accrued annual leave. In addition, the employee shall be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed week of service. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service.

Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.

(v) 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.

17.4 Long Service Leave

(i)(a) An employee of Council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:-

LENGTH OF SERVICE	ENTITLEMENT
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

(b) An employee who has completed at least five years but less than ten years service with Council shall receive the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in monthly periods. This payment shall be subject to the termination of employment by Council for any cause, other than serious misconduct, or termination by the employee on account of resignation, illness or incapacity or domestic or other pressing necessity or retirement in accordance with relevant legislation or death.

(c) Where an employee has completed more than ten years service with Council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

(ii)(a) Long service leave shall be taken at a time mutually convenient to Council and employee in minimum periods of one (1) day provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.

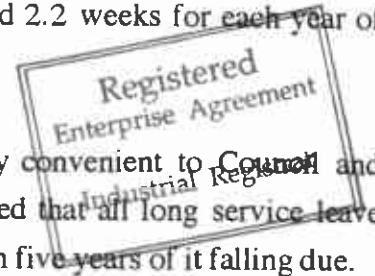
(b) Payment to an employee proceeding on long service leave shall be made by Council at the employee's ordinary rate of pay at the time the employee enters upon the leave.

(c) 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.

(iii)(a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with Orange City Council and any other Council(s) shall be deemed to be service with Council.

(b) Continuity of service shall be deemed not to have been broken by assignment of employment from Orange City Council to another, provided the period between cessation of service with one Council and appointment to the service of another Council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one Council and appointment to the service of another Council.

(iv) 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, or from 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 Council from which such employee was transferred.
 - (c) Service shall mean all service with Council irrespective of the classification under which the employee was employed.
- (v) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by Council as service at the time leave was taken.
- (vi) When an employee transfers from Orange City Council to another Council, Orange City Council shall pay to the newly employing Council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least ten years continuous service may elect to be paid the monetary equivalent of the entitlement.

Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with Orange City Council, and any other Council(s).

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

- (vii) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 17 of this Agreement, occurring during the taking of any period of long service leave.

(viii) When the service of an employee is terminated by death Council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.

(ix) Where an employees service is terminated through shortage of work, material or finance or through illness certified by duly qualified medical practitioner and such employee is re-employed by Council within 12 months of termination of service, prior service shall be counted for the purpose of this clause. This subclause does not apply to seasonal employment.

17.5 Other Paid Leave

(i) Jury Service Leave

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

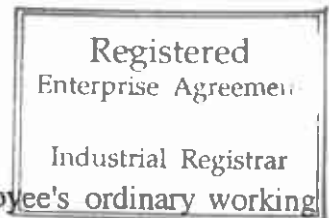
An employee shall notify Council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give Council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) Bereavement Leave

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 Council of such, the employee shall be granted two days leave with pay upon application.

Person in respect to 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 the spouse, grandparent, grandchild or sibling (including half, foster and step siblings) of the employee or spouse or de facto spouse of the employee; or
 - (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.

(iii) Trade Union Training Leave

An employee who has been sponsored by the union to attend a course of training conducted by or with the support of their Trade Union, shall be entitled to paid leave of absence to attend such course; provided that Council shall not be called upon to pay more than 10 days leave per calendar year irrespective of the number of Council employees who attend the aforementioned courses.

(iv) Union Conference Leave

An employee of Council who is an accredited delegate to the union's Annual Conference shall be entitled to paid leave of absence for the duration of the conference; provided that should there be more than one accredited delegate from Council, such leave with pay is at the discretion of Council.

17.6 Leave Without Pay

(i) Periods of leave without pay may be approved in certain circumstances, shall be taken at a time mutually convenient to Council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employees continuity of service.

(ii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

18. Part-time Employment

18.1 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 14. Hours of Work of this Agreement.

18.2 Prior to commencing part-time work the employer and the employee must agree:

(i) that the employee may work part-time; and

(ii) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing times for the work; and

(iii) upon the nature of the work to be performed.

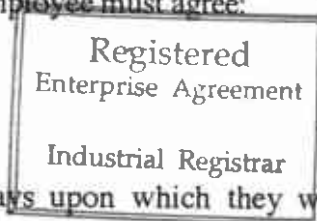
18.3 The agreement may also stipulate the period of part-time employment. A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. In such cases overtime shall only be paid where the employee works outside the spread of hours established work the work area.

18.4 The terms of the agreement may be varied by consent.

18.5 The terms of the agreement or any variation to it must be reduced to writing and retained by Council. A copy of the agreement and any variation to it must be provided to the employee by Council.

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

18.7 Where a public holiday falls on a day which a part-time employee would have regularly worked, the employee shall be paid for the hours normally worked on that day.



19. Casual Employment

- 19.1 A casual employee shall mean an employee engaged on a day to day basis.
- 19.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with clause 14. Hours of Work.
- 19.3 Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in clause 14. Hours of Work.
- 19.4 In addition the amounts prescribed by 19.2, a twenty percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave prescribed by the Agreement.
- 19.5 A casual employee shall not replace an employee of Council on a permanent basis.

20. Job Share Employment

Nothing in this Agreement shall restrict Council's ability to enter into job sharing arrangements with its employees.

21. Consultative Committee

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

22. Appointment and Promotion

Where requested in writing internal applicants shall be given the reasons in writing for not being appointed.

23. Training and Development

23.1 Training Plan

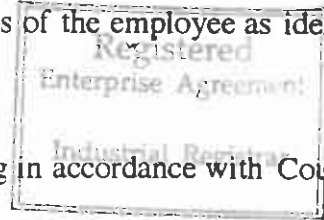
(i) Council shall develop a training plan consistent with the current and future skill requirements, the size, structure and nature of the operation, and the need to develop vocational skills.

(ii) The training plan shall be designed in consultation with the consultative committee.

(iii) The training plan shall, where appropriate, provide for training that is consistent with industry, and/or nationally determined competency based standards.

(iv) The training plan, shall provide for the assessment and recognition of an employee's current competencies where possible.

(v) Selection of participants to receive Council required training in accordance with Council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.



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

(i) Council shall grant the employee paid leave to attend course requirements where the training is undertaken during ordinary working hours.

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

(iii) Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating.

(iv) Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements, and

(v) Reasonable travel arrangements shall be as agreed.

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

24. Use of Skills

- 24.1 Council and the Union 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.
- 24.2 Council may direct the employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 24.3 An employee required to relieve in a position which is at a higher Grade within the salary system, shall be paid the actual rate of pay for the current incumbent of the position being relieved.
- 24.4 Payment for use of skills relieving in a higher Grade position shall, unless specified elsewhere in this Agreement, be made for the time actually spent relieving the higher position.

25. Disputes and Grievance Resolution

- 25.1 The parties are strongly committed to consultation and joint problem solving.
- 25.2 The parties to this agreement confirm their commitment to a need for ensuring reliability of performance in the interest of the ratepayers, Council and the employees of Council.
- 25.3 The aim of this procedure is to ensure that where there is a potential for dispute, agreed steps are followed to ensure prompt resolution of the issue through a process of conciliation where the parties act in good faith. These steps should start at the workplace and involve minimum formality.
- 25.4 **Matters Likely to Become Industrial Disputes**
The parties shall respectively notify each other as soon as possible of any industrial matter which in the opinion of that party might give rise to an industrial dispute.
- 25.5 **Disputes at Job Level**
In the event of a dispute/grievance arising at job level, the employee(s) and the person in charge shall immediately confer at the job level and shall attempt to resolve the issue without delay.

25.6 Lack of Agreement at Job Level

If no agreement can be reached at job level, a delegate or employee representative shall discuss the matter in dispute with the relevant Manager or his/her representative.

25.7 Lack of Agreement at Manager Level.

If no agreement can be reached at Manager level then discussions shall take place between the General Manager and the employee concerned, or their representative, in order to resolve the issue.

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

- * request the involvement of higher level management.
- * seek assistance from a representative of the employee's Union.
- * seek assistance from the Local Government Association.
- * refer the matter to the Industrial Relations Commission.



25.9 Continuity of Work

Pending completion of the above procedure, work shall continue as normal without interruption. No party shall engage in provocative action and pending resolution of the dispute the circumstances existing prior to the dispute shall continue.

26. Disciplinary Procedures

26.1 Where an employee's work performance or conduct is considered to be 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 or nominee of Council.

Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

26.2 Where there is a reoccurrence of the unsatisfactory performance or conduct, the employee shall be warned formally in writing by the appropriate officer of Council 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.

- 26.3 If the employee's unsatisfactory 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.
- 26.4 If the employee's performance or conduct does not improve after the final warning further disciplinary action shall be taken.
- 26.5 This shall not affect the right of Council to take other disciplinary action before and/or during the above procedure in cases of misconduct or where the employee's performance warrants such action.
- 26.6 At any stage during this procedure Council may immediately suspend an employee without pay.
- 26.7 At any stage during this procedure Council shall be entitled to demote an employee to a lower paid position, provided that Council shall give not less than two weeks notice in writing of its intention to demote.
- 26.8 Nothing in this clause prevents Council from terminating an employee's service in accordance with clause 28. Termination of Employment of this Agreement.
- 26.9 Either Council or the employee may request the presence of a Union representative at any stage in the above procedure.
- 26.10 This procedure shall not affect either party's right to notify the Industrial Registrar as to the existence of an industrial dispute.

26.11 Employees shall have access to their personal files and may take notes and/or obtain copies of the contents of the file.

26.12 In the event that an employee is of the opinion that any disciplinary or other record contained on their personal file is incorrect, out of date, incomplete or misleading, such employee may make application to the General Manager, for the deletion or appropriate amendments of such record.

27. Occupational Health and Safety

27.1 Council shall supply employees with protective clothing suitable to the nature of the work performed and the work environment.

27.2 Employees shall be supplied with sufficient cool drinking water containers to ensure that sufficient clean, cool drinking water shall be available throughout the day.

27.3 No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.

27.4 Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by Council an agreed amount.

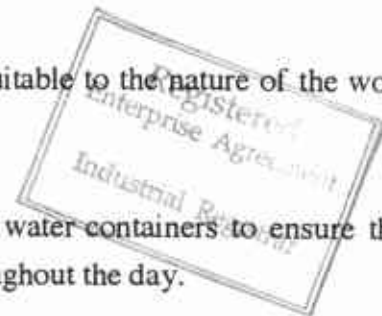
28. Termination of Employment

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

28.2 Council and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.

28.3 Council shall give to an employee a period of notice of termination in accordance with the scales set out in subclauses (iv) and (v) or by payment in lieu thereof.

28.4 If the employee is 45 years of age or less -



EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 3 years	At least 2 weeks notice
3 years and less than 5 years	At least 3 weeks notice
5 years and beyond	At least 4 weeks notice

28.5 If the employee is over 45 years of age -

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks notice
2 years and less than 3 years	At least 3 weeks notice
3 years and less than 5 years	At least 4 weeks notice
5 years and beyond	At least 5 weeks notice

28.6 The provisions of this clause shall be read subject to the provisions of clause 29. Redeployment and Redundancy of this Agreement.

29. Redeployment and Redundancy

29.1 General

(i) A redundancy situation occurs not on account of any personal act or default of the employee or on any consideration peculiar to the employee, but because Council no longer requires the job performed by the employee to be continued by an employee of Council.

(ii) Employee entitlements in the case of redeployment and redundancy will be provided wholly by the provisions of this clause.

29.2 Redundancy

No forced redundancies will occur during the life of this Agreement except where an employee refuses an offer of redeployment considered appropriate by the Council.

25.3 Voluntary Redundancy

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

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

29.4 **Redeployment**

(i) To prevent unnecessary loss of expertise, Council will explore redeployment options for persons in a redundancy situation who have declined an offer of voluntary redundancy and genuinely wish alternative employment within Council. In all instances, full consultation will be maintained with all affected parties.

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

(iv) Should an employee, who is declared a redeployee, refuse to participate in the redeployment program he/she will only receive salary maintenance for a period of 6 months. After which time they will be counselled in accordance with Council's relevant policies and the provisions of the Award.

29.5 **Council's Duty to Notify**

(i) Where Council has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.

(ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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



29.6 Council's Duty to Discuss Change

(i) Council shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses 29.5(i) and (ii) of this clause effects the changes are likely to have on employees and measures to avert or mitigate the adverse changes on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

(ii) The discussion shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in sub-clause 29.5(i) and (ii) of this clause.

(iii) For the purposes of the discussion, Council shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.

29.7 Discussion Before Termination

(i) Where Council has made a definite decision Council no longer wishes the job the employee has been doing done by anyone pursuant to subclauses 29.5(i) and (ii) of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employee directly effected and with the union to which they belong.

(ii) The discussion shall take place as soon as it is practicable after Council has made a definite decision which will invoke the provision of paragraph (i) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employees concerned.

(iii) For the purposes of the discussion, Council shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employees likely to be effected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

29.8 Notice to CES

Where a decision has been made to terminate employees, Council shall notify the Commonwealth Employment Service as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

29.9 Notice of Termination

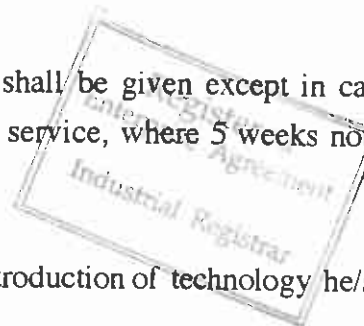
(i) Four weeks notice to terminate or pay in lieu thereof shall be given except in cases where the employee is 45 years of age or over with 5 years service, where 5 weeks notice shall be given.

(ii) Where an employee is to be terminated because of the introduction of technology he/she shall be entitled to the following:

- (a) Three (3) months notice of termination or
- (b) Payment in lieu of the notice in paragraph (i) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) Notice or payment of notice under this paragraph shall be deemed to be service with Council for the purposes of calculating leave entitlements under this Agreement.

29.10 Severance Pay

(i) This subclause shall apply where an employee is terminated on the ground of redundancy. Council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within Council's organisation structure, being a position which has remuneration no less than the position previously held by the employee.



(ii) In addition to any required period of notice, and subject to subclause (v) of this clause, the employee shall be entitled to the following;

IF THE EMPLOYEE IS LESS THAN 45 YEARS OF AGE

COMPLETED YEARS OF SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	16 weeks pay
6 years and less than 7 years	20 weeks pay
Each additional completed year	An additional 2 weeks per year of service.

Employees aged less than 45 years shall receive an entitlement of up to 26 weeks pay in accordance with the above table.

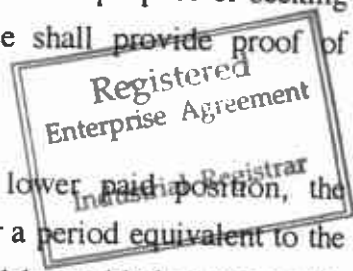
IF THE EMPLOYEE IS 45 YEARS OF AGE AND OVER

COMPLETED YEARS OF SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and less than 7 years	20 weeks pay
Each additional completed year	An additional 2 weeks per year of service.

Employees aged 45 years and over shall receive an entitlement of up to 26 weeks pay in accordance with the above table.

- 29.11 An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in Council's employment until the expiry of the notice period.

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



29.13 If the employee agrees to be redeployed by Council 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 subclause, 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.

29.14 Council shall, upon receipt of a request from an employee 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.

29.15 Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

25.16 In the event Council determines that a position is redundant and redeployment procedures have been exhausted, Council where practicable shall first offer such redundancy on a voluntary basis.

29.17 Subject to an application by Council and further order of the Industrial Relations Commission of New South Wales, Council may pay a lesser amount of severance pay than that contained in 29.10 if Council obtains acceptable alternative employment for an employee.

30. Renegotiation of the Agreement

The parties to this Agreement shall meet to renegotiate the provisions contained herein three (3) months prior to the date of its cessation. Should there be no agreement between the parties the existing provisions shall remain in force until rescinded by the making of a new Enterprise Agreement.

31. Signatories to the Agreement

In signing this Agreement, the parties agree that the rates of pay and the implementation of the conditions provided for in this Agreement will take effect from the date of signing.

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

[Signature]
.....
General Manager



[Signature]
.....
Witness

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

[Signature]
.....
Acting General Secretary

[Signature]
.....
Witness