

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA20/04

**TITLE:** Lachlan Shire Council Enterprise Agreement 2019

**CASE NO:** 2020/99846

**DATE APPROVED/COMMENCED:** 16 April 2020 / 16 April 2023

**TERM:** 36 months

**NEW AGREEMENT OR VARIATION:** Replaces EA16/11

**GAZETTAL REFERENCE:** 24 April 2020

**NUMBER OF PAGES:** 15

**COVERAGE/DESCRIPTION OF EMPLOYEES:**

The agreement applies to all employees employed by Lachlan Shire Council, who fall within the coverage of the Local Government (State) Award 2017.

**PARTIES:**

New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Local Government Engineers' Association of New South Wales; Development & Environmental Professionals Association of New South Wales.

# **LACHLAN SHIRE COUNCIL**



## **ENTERPRISE AGREEMENT 2019**

# Lachlan Shire Council

## Enterprise Agreement

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## **2. Title, Scope and Coverage**

- (i) This Agreement shall be known as the 'Lachlan Shire Council Enterprise Agreement 2019'.
- (ii) This Agreement replaces and rescinds any other Industrial Agreements that previously applied to employees to be covered by this Agreement, including Industrial Agreements numbered 4727, 5270, 5812 and 16/11 respectively.
- (iii) This Agreement covers all employees of Lachlan Shire Council who are covered by the Award.

## **3. Parties**

- (i) The parties to this Agreement are Lachlan Shire Council and the following unions:
  - a. New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU);
  - b. Local Government Engineers Association of New South Wales;  
and
  - c. Development and Environmental Professionals' Association of New South Wales;

## **4. Intent**

- (i) This Enterprise Agreement supplements the Award as amended or replaced, and must be read in conjunction with the provisions outlined in the Award.
- (ii) Council is committed to providing for community needs by ensuring the services and facilities it provides are of the highest standards. Council aims to employ the best expertise available to meet the needs of the community and to focus on the need to plan for future generations.
- (iii) Council aims to be identified as an employer of choice, providing a range of remunerative and non-remunerative benefits to employees. It strives to develop a culture of trust between management and employees which will assist in establishing a safe working environment. This will encourage employees to apply their knowledge and skills to better respond to the requirements of our community.



## 5. Access to Agreement

A copy of this Agreement shall be exhibited in convenient locations around the workplaces of Council and posted on Council's common S/drive so as to be readily accessible by all employees.

## 6. Duration

This Agreement shall come into operation from the date approved by the Industrial Relations Commission of NSW and shall remain in force for a period of three years and after that period until terminated in accordance with the provisions of s44 of the NSW Industrial Relations Act 1996.

## 7. Duress

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

## 8. Anti-Discrimination

The parties agree to be bound by the obligations outlined in clause 3 of the Local Government (State) Award.

## 9. Definitions

'Council' or 'the Council'	shall mean Lachlan Shire Council.
'CHA'	shall mean a Cashable Hours Account referred to in clause 15 of this Agreement
'Wages Employees'	shall mean outdoor employees who, under the Local Government (State) Award 2017 would work a 38 hour week.
'Community Services Employees'	shall mean employees employed in the Finance, Governance and Community Services Department, who under the Local Government (State) Award 2017 would work either a 35 or 38 hour week.
'Administration/Technical Employees'	shall mean all employees employed by Council under the Local Government (State) Award 2017 who would work 35 hours per week.
'Professional Employees'	shall mean employees who are Band 3 Level 1 and above employed by Council under Local Government (State) Award 2017 who would work 35 hours per week.
'Award'	shall mean the <i>Local Government (State) Award 2017</i> or its successor(s).

## **10. Relationship with the Award**

The provisions of this Agreement shall prevail over the provisions of the Award to the extent of any inconsistency. Where this Agreement is silent, the Award shall prevail.

## **11. Employee Enterprise Agreement Benefits**

Unless otherwise provided all employees covered by the Agreement shall be entitled to the following benefits:

- (i) Vari- Leave or a Rostered Day Off (RDO) under clauses 17 & 18 of the Agreement
- (ii) Administration; technical; community services and professional employees who would normally work hours of 35 hours per week under the Award shall be paid an allowance of 10.75 per cent above the employee(s) ordinary salary under the salary system in recognition of working a standard 38 hour week.

## **12. Hours of Work**

- (i) The following provision will prevail over subclauses 18A (i) to (viii) of the Award.
- (ii) Unless agreed otherwise the ordinary hours of work of all employees under this Agreement is based on 38 hours per week or a 76 hour fortnight worked on either:
  - On a 40 hours per week basis Monday to Friday exclusive of unpaid meal breaks, giving a vari-leave credit of two hours for every 40 ordinary hours worked; or,
  - A nine day fortnight arrangement whereby staff work 76 hours per fortnight over 9 days and accrue 1 Rostered Day Off (RDO) per fortnight.
- (iii) The spread of hours for employees covered by the Agreement may be arranged on the following vari-leave arrangement basis:
  - a) 40 hours within one (1) week inclusive of two hours vari-leave provided that at least two days off shall be granted.
- (iv) The spread of hours for employees covered by this Agreement may be arranged on the following 9 Day fortnight RDO arrangement:

a) **Outdoor Staff**

**Week One:** Four (4) days of eight & one half (8½) hours per day (7.30 am – 4.30 pm) worked between Monday & Thursday inclusive and (1) day of eight (8) hours (7.30 am - 4.00 pm) worked on Friday

These hours are to be exclusive of a one half (½) hour unpaid meal break which must be taken within or immediately after the first (5) hours of work.

**Week Two:** Four (4) days of eight & one half (8½) hours per day (7.30 am – 4.30 pm) worked between Monday to Thursday inclusive.

These hours are to be exclusive of a one half (½) hour unpaid meal break to be taken in the first (5) hours of work.

These hours may be varied by mutual agreement.

b) **Administrative/Technical Staff**

**Week One:** Five (5) days of eight hours & twenty seven minutes (8hrs and 27mins) per day (8 am – 5pm) worked between Monday & Friday inclusive.

These hours are to be exclusive of a 33 minute unpaid meal break to be taken in the first (5) hours of work

**Week Two:** Four (4) days of eight hours & twenty seven minutes (8hrs and 27mins) (8 am – 5 pm) worked between Monday to Thursday inclusive

These hours are to be exclusive of a 33 minute unpaid meal break to be taken in the first (5) hours of work.

These hours may be varied by mutual agreement.

- (v) All working hours existing at the operative date of this Agreement will be deemed to have satisfied the provisions of this Clause.
- (vi) Commencing and finishing times for each employee covered by this Agreement and/or payment for the spread of hours may be varied by agreement between management and the employee(s). Agreement shall not be unreasonably withheld by either party. Such alteration of hours may exist on a permanent basis or for the completion of a specific project.
- (vii) 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 twenty minutes shall be given and taken

after a further five hours continuous work. In extenuating circumstances Council may require employees to work in excess of five continuous hours. Employees shall not accrue any penalties or allowances for the meal break being taken after five hours.

- (viii) Council shall provide a tea break for a duration not exceeding 10 minutes between 9.00am and 10.00am at the discretion of the supervisor such tea break shall count as working time.
- (ix) The day of a rostered day off can be altered by mutual consent at any time and may be altered by the employer on two weeks' notice where there are genuine operational or safety reasons and the alteration does not unreasonably disadvantage the employee. Where an employee works on a rostered day off, Clause 18(iii) of this agreement shall apply.

### **13. Part-time / Casual Job Share Employment**

- (i) Unless otherwise stated the benefits outlined in this Agreement are described for permanent full-time employees. With the exception of vari-leave or an RDO, permanent part-time employees shall receive all conditions prescribed by this agreement and the Award on a pro-rata basis of the regular hours worked. Vari-leave and RDOs are not available to permanent part-time, job share or casual employees under this Agreement.
- (ii) A part time / job share employee covered by this Agreement may work more than their regular number of hours at their ordinary rate of pay by agreement between management and the employee(s). Part-time hours are recognised as minimum hours. In the absence of the Agreement Council may require employees to work additional hours at the ordinary rate of pay provided that those additional hours do not exceed the full-time hours for that position otherwise the overtime provision of the Award apply. Council must provide reasonable notice to an employee to work additional hours.
- (iii) Permanent full-time employees can elect to work a standard 35 hour week as per the Award. Employees under this arrangement will not be entitled to vari-leave, an RDO or a 10.75 per cent allowance as per this Agreement.
- (iv) Part-time and casual employees will not be entitled to vari-leave, an RDO or a 10.75% allowance.

### **14. Administration employees uniform**

- (i) Administration employees shall be provided with approved Council uniform items to the value of \$340 per annum and can purchase





- additional items at cost. An additional allowance of \$340 will be made available to new employees in their first year of employment with Council.
- (ii) The uniform allowance balance will not accrue each year, whatever balance is left in the uniform allowance account will be cleared annually prior to the next lot of uniform allowance being allocated.
  - (iii) Employees shall be required to wear, either the approved Council uniform or a similar standard of attire.

### **15. Cashable Hours Account – Pre 1 July 2016 Employees**

- (i) This clause only applies to eligible employees employed prior to 1 July 2016.
- (ii) Pre 1 July 2016 employees who have a Cashable Hours Account balance will in the first year accumulate 75% of the current maximum allowed accrual to 50% in the second year of the current maximum allowed accrual to 25% in the third year of the current maximum accrual and thereafter any other Agreements will not allow for further accrual of sick leave for the purpose of a Cashable Hours Account.
- (iii) The individual CHA balances are to be held by Council on behalf of the employee. As at 1 July each year balances will be increased in accordance with Award increases and paid at the employee's substantive rate at the time of payment.
- (iv) CHA balances can be cashed out in part or in full in accordance with this clause, or otherwise paid out to employees on resignation, retirement, death, termination or entering into a Senior Staff Contract.
- (v) On commencement of this agreement an eligible employee may nominate to be paid the total (100%) of their Cashable Hours Account. If the employee cashes out their entitlement in full they opt out of the scheme and are not eligible for further accrual of the Cashable Hours Account.
- (vi) Thereafter, on 1 March of each year, employees who have a CHA balance will be provided with the opportunity to nominate to be paid out all or part of their balance on 1 July of that same nomination year, subject to Council approving the request for payment.
- (vii) Preserved CHA balances may be accessed by the employee for sick or carers leave purposes if sick leave entitlements have already been exhausted, subject to Council approval.

## 16. Flexible Working Arrangements

Lachlan Shire Council and the relevant industry unions recognise the need for workplace flexibility to assist in the individual needs of the employees of Council. We recognise that flexibility of hours can occur within the workplace on a day to day basis, with the approval of an employee's supervisor. Council will work to accommodate these needs and flexibility as much as practicable subject to operational requirements.

## 17 Vari-Leave

- (i) Employees shall work on the basis of 40 hours per week, subject to spread and arrangement of hours set out in this Agreement.
- (ii) For every 40 ordinary hours worked, an employee shall accrue two hours leave entitlement to be known as 'vari-leave'. No vari-leave accrual shall apply to overtime hours worked.
- (iii) Unless the arrangement of hours are amended then sick leave, annual leave, long service leave, any other leave and workers compensation days shall be paid on an eight hour basis. Where the arrangement of hours has been amended then such leave etc. shall be paid on that basis.
- (iv) Payment for vari-leave shall be made at the current rate of pay at the time of taking the vari-leave.
- (v) Vari-leave may be taken at a time that is mutually agreeable between the employee and Council. Employees are required to give at least three days' notice prior to taking vari-leave, consideration will be given to a reduced notice period in extenuating circumstances.
- (vi) Vari-leave may accrue to a maximum of ten (10) days.
- (vii) Where vari-leave has accrued in excess of ten (10) days, the employee will be provided with notification to reduce their accruals to (10) days or less within a four (4) week period. Where an employee fails to make suitable arrangements to reduce the excess accrual the leave shall be taken at the discretion of Council, provided that Council shall give two (2) weeks further notice to an employee to commence on such leave. The minimum amount of vari-leave that may be taken shall be two hours.

*This matter remains outstanding as referenced in Schedule A of this document. As outlined the parties reserve the right to take leave to vary this provision via consent.*

## **18 Rostered Day Off (RDO - Nine Day Fortnight Working Arrangement)**

- (i) Staff members who are party to the Nine (9) Day Fortnight Working Arrangement option acknowledge that it will not be possible for every staff member to take a Rostered Day Off (RDO) on the same day. Generally, participants in the nine (9) day fortnight agreement will be allocated a regular day off each fortnight, either on a Friday or a Monday subject to operational requirements.
- (ii) Any change to these RDO'S will be by mutual agreement between the staff member and their Supervisor forty eight (48) hours prior to the RDO being taken, except where Council requires the services of staff in an emergency situation. An "Alteration to Designated RDO" application form is required to be completed and approved by the Supervisor.
- (iii) Work on a RDO will be paid as follows;
  - a) When an employee requests to work their RDO at ordinary time with the RDO accrued to be taken as time in lieu, unless arrangements are made in accordance with Clause 12(vi) and 12(ix) of this agreement.
  - b) Where an employee is directed to work payment may be as normal overtime and the RDO is not accrued for future use, or, at the employees discretion, as per clause 18(iii)(a) above.
- (iv) Where RDO's have accrued in excess of ten (10) days, the employee will be provided with notification to reduce their accruals to ten (10) days or less within a four (4) week period. Where an employee fails to make suitable arrangements to reduce the excess accrual the leave shall be taken at the discretion of Council, provided that Council shall give two (2) weeks further notice to an employee to commence on such leave. The minimum amount of RDO's hours that may be taken shall be 1 day.
- (v) Administration/Technical Employees have the option for their spread of ordinary hours to be seventy six (76) ordinary hours per fortnight.
- (vi) Administrative/Technical Employees working under clause 18(v) will be entitled to the allowance detailed in clause 11(ii).
- (vii) Administration/Technical Employees can nominate an alternate day to take their RDO or if they tick to "Credit Leave Register" then it will be an accrued RDO.. A 'Leave' application form or online leave is required to be completed and approved by the Supervisor.

### ***Leave Entitlements under the Rostered Day Off arrangement***

- (i) Annual leave, Long Service Leave and Sick Leave will be accrued at the normal hours worked (76 per fortnight.)
  - Leave taken will be debited against the employees entitlements for the length of day or days covered
  - Illness on an RDO will not be paid as sick leave (day taken to be as if a normal weekend)
- (ii) When sick leave is taken on the last working day before or next working day after an RDO the employee must provide certification from a qualified medical/health practitioner registered with the appropriate government authority or statutory declaration; and when requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (iii) Rostered Day Off (RDO) accruals shall be shown on all pay slips.
- (iv) Public and Award Holidays.
  - Where a Public holiday falls on a scheduled RDO, employees will be allocated the next normal working day off
  - A Public holiday will be paid for the length of day on which it falls.

#### **19. Deferred Annual Leave**

- (i) This Clause shall only apply to those persons who were permanent employees prior to August 3, 1993 and who have been continuously employed on a permanent basis by Council since that date.
- (ii) Eligible employees will have the balance of their Deferred Annual Leave account preserved as at 1 July 2016.
- (iii) The individual Deferred Annual Leave balances are to be held by Council on behalf of the employee. As at 1 July each year balances will be increased in accordance with Award increases.
- (iv) From 1 July 2016, eligible employees who take a paid period of approved annual leave will receive a 20% loading paid at the time of taking such leave. The 20% loading will not apply to any annual leave accrued prior to 1 July 2016.
- (v) '20% loading will be paid upon termination on annual leave accrued after 1 July 2016'.
- (vi) Deferred Annual Leave balances can be cashed out in part or in full in accordance with this clause, or otherwise paid out to employees on resignation, retirement or termination of employment.

- (vii) On 1 March of each year, employees who have a Deferred Annual Leave balance will be provided with the opportunity to nominate to be paid out all or part of their balance on 1 July of that same nomination year subject to Council approving the request.
- (viii) Employees who have a Deferred Annual Leave balance may apply to have their booked annual or long service leave period topped up by a payment from the Deferred Annual Leave balance to the equivalent of double or triple payment for the leave period, subject to Council approving the request.

## **20. Teamwork and Reform**

- (i) Council aims to be a team based organisation. The parties agree to work cooperatively and with their colleagues. The parties recognise the need for continuous improvement and agree to work towards the establishment of workplace reform programs. This requires the employees to cooperate and participate in, and support all aspects of change and improvement. All parties are committed to the workplace reform process and to any improvement brought about by that process.
- (ii) Improvements identified through this process are to be referred to the Consultative Committee.

## **21. Termination of Employment**

- (i) An employee classified within Bands 1 and 2 of the Award shall give Council two (2) weeks' notice of their intention to terminate their employment.
- (ii) An employee classified within Professional or Executive Bands of the Award shall give Council four (4) weeks' notice of their intention to terminate their employment.
- (iii) For the purposes of the Award, notice of termination shall be given as working notice, i.e. leave shall not constitute notice. This may be varied by mutual agreement between the employee and the General Manager of the Council.
- (iv) Council may deduct any outstanding monies owed to Council from the termination payment of an employee terminated or terminating their service from Council.

## **22. Grievance and Dispute Procedures**

The parties agree to be bound by the obligations outlined in clause 35 of the Award or as amended or superseded.

### 23. Incidentals

Should this Agreement be rescinded without being replaced then employee conditions shall return to the provisions as set out in the Award or its successor(s). All entitlements due under this Agreement shall be deemed to have been validly entered into and as such all employees will maintain all accrued leave entitlements and payment of sick leave entitlements to the date of rescission.

*[Faint handwritten signatures and text, possibly including the name "Holtz" and a date "14/11/19"]*



**24. Signatories**

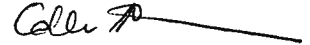
For and on behalf of the **Lachlan Shire Council**



General Manager – Lachlan Shire Council

Witness

Date: 6/12/19



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

Acting

General Secretary – United Services Union



Witness

Date: 23/1/20

For and on behalf of the **Development & Environmental Professionals' Association of New South Wales.**




Secretary – DEPA



Witness

Date: 26.3.2020

For and on behalf of the **Local Government Engineers Association of New South Wales.**



Secretary – LGEA



Witness

Date: 4/3/20

Principal Industrial Officer



## Schedule A

### Leave Reserved

#### *Leave Entitlements*

The parties agree that the matters relating to sick and annual leave accrual rates remain outstanding. This will be resolved within the 12 months from the registration of the agreement. The remaining outstanding matters arising from this issue are:

- The amount of hours accrued for the purpose of annual leave on an annual basis, that exceed the standard 152 hours as provided by the *Local Government (State) Award 2017*
- The amount of hours accrued for the purpose of sick leave on an annual basis that exceed the standard 114 hours provided by the *Local Government (State) Award 2017*
- The amount of hours required to be taken when leave is accessed.

These matters upon finalisation the agreement will be varied formally via consent through the NSW Industrial Relations Commission and will vary the terms of the industrial instrument.

#### *Salary System*

Matters surrounding the salary system will consider the current anomalies around the accrual of leave provisions provided in Leave Reserved.