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## 2. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### 3. Definitions

- (i) Discharge means termination of an employee's service by the council as a consequence of retrenchment, re-organisation or shortage of work or other reasons for which the employee may not be entirely responsible.
- (ii) Dismissal means termination of an employee's service by the council for misconduct, inefficiency, unsuitability or repeated absences from work.
- (iii) Resignation means voluntarily leaving the service of the council.
- (iv) Service means service calculated in accordance with the provisions of Clause 11, Calculation of Service, of this award.
- (v) Council means a Municipal, City, Shire or County Council within New South Wales.

### 4. Skill Descriptors

#### (i) Band 1 - Apprenticeship

This level will cover all apprentices and trainees engaged in the electrical trade and associated training which may lead to trade, technical or professional qualifications and is characterised by the following:

**Authority and accountability:** Completion of tasks with work closely monitored by the tradesperson, team leader or supervisor.

Depending on the level of skill and the degree of training the employee may complete either work or sections of the work which will then be checked by the tradesperson etc or may work under close supervision. The level of authority and accountability will also be indicated by the employee's position on the Trainee scale. Employees' will be responsible for the quality of their own work up to their level of skill and competence and subject to supervision and instructions/guidance.

**Judgement and problem solving:** Judgement is dependent on the level of skill and competence and the degree of training and will be subject to co-ordination by other workers.

**Specialist knowledge and skills:** Specialist knowledge and skills are obtained through on the job training and council based induction training. This training complements that received off the job which will lead to trade, technical or professional qualifications. The application of the specialist knowledge and skills will depend on the stage that the employee has reached in his/her training. Employees will be required to follow and apply rules, regulations, guidelines, instructions and procedures pertinent to their work.

**Management skills:** No skills in supervising others will be required. Employees should be able to apply self management skills.

**Interpersonal skills:** Communication with other staff in receiving instructions and in advising of work carried out. Communication with the public may also occur.

**Qualifications and experience:** Completion of School Certificate or the Higher School Certificate may be sought but at least a standard of education sufficient to allow entry into the appropriate course that leads to a trade, technical or professional qualification. Completion of an appropriate labour market program or similar short term work/skills experience is desirable.

**(ii) Technical / Trades Band:**

A key element of entry into this Band is the requirement for a trade certificate or equivalent qualification gained through a TAFE College or other accredited training institution.

**Band 2, Level 1 Skill Descriptors**

**Authority and accountability:** Responsible for the completion of work requiring the application of trades or technical skills. Assist in the provision of training as an adjunct to formal apprentice/trainee training. Understand and implement quality control measures. Employees usually work under general direction within established priorities, either individually or in a team.

**Judgement and problem solving:** Skills in assessing situations, determine processes, tools or approaches to problems and provide trade guidance and assistance as part of a work team.

**Specialist knowledge and skills:** Position will have demonstrated competence in a number of key skill areas related to major elements of the job.

**Management skills:** Positions may require skills in the supervision or co-ordination of small groups.

**Interpersonal skills:** Communication skills to explain situations or advise others in either technical or non technical language.

**Qualifications and experience:** Appropriate work related trade certificate or modules of an advanced certificate or associate diploma or specialist skills training.

**Band 2, Level 2**

Positions at this level require the application of knowledge usually gained through the completion of a post trades certificate and/or advanced certificate in an appropriate discipline.

**Skill Descriptors**

**Authority and accountability:** Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the employee in the position completes tasks requiring specialised technical skills.

**Judgement and problem solving:** Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be available from others in solving problems. Exercise independent judgement and initiative in assessing tasks or jobs and work practices to accomplish results in accordance with established goals.

**Specialist knowledge and skills:** Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

**Management skills:** May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

**Interpersonal skills:** In addition to interpersonal skills in managing others the position may have a role to explain issues/policy to the public or others and reconcile different points of view.

**Qualifications and experience:** Thorough working knowledge and experience of all work procedures for the application of technical/trades skills which is likely to be, based upon suitable post certificate or advanced certificate level qualifications but may be obtained through experience and training.

### **Band 2, Level 3**

These positions require the application of the highest level of training within technical/trade positions. Positions at this level are characterised by the possession and application of skills obtained through an Associate Diploma or Electrical Engineering Certificate and experience within a specialist area.

Positions at this level may have a supervisory role over other technical / trades staff. This will involve the application of job specific skills as well as the management / supervision of staff.

Work at this level requires a sound knowledge of program, activity, policy or service aspects of the work performed in a number of work areas.

Employees working at this level would be expected to demonstrate their sound multi-skill or specialised skill base in positions demanding the exercise of independence and/or authority. Employees here may be required to co-ordinate a range of activities, identify potential or desired outcomes; contribute critical knowledge and skills. Employees use judgement and initiative in studying, analysing and interpreting information with the aim of reaching conclusions and decisions.

At this level there would be staff with accountability for the oversight of particular operational areas or projects where there is a requirement to establish work priorities, supervise subordinate training and development, allocate and schedule work, liaise with equipment suppliers, write technical reports, provide advice on improved methods/systems of work performance and implement agreed operational programs.

Where positions at this level have supervisory responsibilities these would include the development of appropriate training programs related to group development in the functional area. Sound liaison and communication skills and the capacity to negotiate may be required.

Work at this level requires a good general knowledge of the council's operations, combined with a specialist knowledge of major activities within the work area.

### **Skill Descriptors**

**Authority and accountability:** May be responsible to provide a specialised/technical service and to allocate, schedule and complete work which has elements of complexity. Make recommendations within council and represent council to the public or other organisations.

**Judgement and problem solving:** Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may vary work priorities and approaches.

**Specialist knowledge and skills:** Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

**Management skills:** May supervise groups of trades/technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

**Interpersonal skills:** Skills to communicate with subordinate staff and the public and/or negotiation/persuasive skills to resolve disputes with staff or the public.

**Qualifications and experience:** An Associate Diploma, combined with extensive experience in the application of skills in the most complex areas of the job but may be obtained through experience and training.

### **(iii) Professional / Specialist Band**

Professional/Specialist staff are employees who provide specialist services to council and require a degree qualification. They have specialist training which, above the band entry level is supplemented by experience either within or outside Local Government.

Positions will require professional/specialist expertise in the planning, development and implementation of council services/policies. Key elements of such positions relate to the ability to solve complex problems, integrate information in the development of policies, take accountability for decisions and exercise delegated authority.

The Professional/Specialist band will include both positions which have a staff role in the provision of advice or services, and those which manage units or functions within the council requiring management skills in directing and controlling projects/groups.

### **Band 3, Level 1**

This level is the entry level to the Professional/Specialist Band and requires tertiary qualifications.

### **Skill Descriptors**

**Authority and accountability:** Provides specialised/technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical employees requiring the review and approval of more complex elements of the work performed by others.

**Judgement and problem solving:** Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations and requires the exercise of independent judgement and initiative.

**Specialised knowledge and skills:** Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

**Management skills:** Positions may manage projects involving monitoring, motivating and co-ordination of resources.

**Interpersonal skills:** Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

**Qualifications and experience:** Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

### **Band 3, Level 2**

Professional/specialist positions classified within this level cover both advisory and project management responsibilities.

At this level there would be staff with accountability for the oversight of particular operational areas or projects where there is a requirement to establish work priorities, supervise subordinate training and development, allocate and schedule work, subcontract work, negotiate with equipment suppliers, write technical reports, provide advice on improved methods/systems of work performance and implement agreed operational programs.

Discussions taken or delegations exercised at this level may have major impact on the day-to-day operations. The impact, however, is likely to be confined to the work area or function. Delegations may be exercised and may, depending on the role and function of the position, involve making decisions, instigating alternate courses of action, or reviewing previous decisions.

Supervisory responsibilities may be an important function of a position at this level, but this can vary widely depending on factors such as work area, location, priorities, workload, operational deadlines and the availability of staff resources to assist.

At this level complex work is undertaken with limited direction as to work priorities and the detailed conduct of the task. Positions may have independence of action including the use and allocation of resources within the constraints laid down by senior management. Where budgets are an accountability of the position independence in acting within budget is permitted.

### **Skill Descriptors**

**Authority and accountability:** Provides a specialised/technical service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

**Judgement and problem solving:** Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and/or determine progress.

**Specialist's knowledge and skills:** Experience in the application of technical concepts and practices requiring additional training is required at this level.

**Management skills:** May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

**Interpersonal skills:** Interpersonal skills in leading and motivating staff in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

**Qualifications and experience:** Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

### **Band 3, Level 3**

Positions at this level undertake a management function or senior specialist role or provide professional direction for a particular program, activity or service to achieve results in line with the corporate goals of the council. Positions at this level may be required to undertake the allocation and monitoring of resources and to contribute to the development of policy initiatives or corporate strategies.

### **Skill Descriptors**

**Authority and accountability:** Provides a professional advisory role to people within or outside council. Such advice may commit the council and have significant impact upon external parties dealing with council. The position may manage several major projects or sections within a Department of the council.

**Judgement and problem solving:** Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

**Specialist knowledge and skills:** The skills and knowledge to resolve problems where numbers of complex alternatives need to be addressed.

**Management skills:** May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

**Interpersonal skills:** Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside council and to liaise with external bodies.

**Qualifications and experience:** Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

### **Band 3, Level 4**

Positions at this level are the most knowledgeable and skilled across the range of responsibilities in the professional/specialist level Band.

Positions at this level have a high degree of autonomy and decisions taken have significant impact on the operation of the organisation. Delegations exercised may, depending on the role and function of the position, involve being the final authority in the purposes of approving expenditure of funds, undertaking specific action in line with council policy, reviewing any previous action or decision in the work area.

Management responsibilities may form a significant focus of positions whilst the development of guidelines, rules, regulations, procedures or instructions for either staff or other interested parties may be co-ordinated at this level.

#### **Skill Descriptors**

**Authority and accountability:** Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to council on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

**Judgement and problem solving:** Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management.

At this level the position may represent senior management or council in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

**Specialist knowledge and skills:** Positions require knowledge and skills for the direction and control of a key function of council or major functions within a Department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

**Management skills:** Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

**Interpersonal skills:** Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

**Qualifications and experience:** Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

**5. Rates of Pay**

<b>Apprenticeship</b>	1st year	See Appendix
	2nd year	See Appendix
	3rd year	See Appendix
	4th year	See Appendix
<b>Technical/Trades</b>	Level 1	See Appendix
	Level 2	See Appendix
	Level 3	See Appendix
<b>Professional</b>	Level 1	See Appendix
	Level 2	See Appendix
	Level 3	See Appendix
	Level 4	See Appendix

The rates of pay as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates are inclusive of the adult basic wage from time to time effective.

All rates are entry level rates of pay only, with the exception of the rates paid to apprentices which shall be actual rates of pay. An adult apprentice (ie. a person employed as an apprentice who is 21 years of age or over at the time of entering into the indenture) shall be paid a rate of pay no lower than that prescribed for a third year apprentice.

Councils shall introduce a salary system to complement the skills based structure and rates of pay of the award.

The current weekly rate of pay of an employee for the purposes of the Workers Compensation legislation shall be the rate paid to the employee under the salary system.

**6. Appointments and Promotions**

- (i) Where it is proposed to make an appointment to a position within the organisational structure of the council, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position. This may be satisfied by internal advertisement, if there are sufficient suitably qualified employees engaged by council.
- (ii) When the decision is being made to appoint a person to a position:
  - (a) only a person who has applied for appointment to the position may be selected; and
  - (b) from among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.
- (iii) The merit of the persons eligible for appointment to a position is to be determined according to:

- (a) the nature of the duties of the position; and
- (b) the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- (iv) Subclauses (i), (ii) and (iii) of this clause do not apply to any appointment by way of demotion or lateral transfer unless the general manager decides that those subclauses are to apply to the appointment.
- (v) If a position within the organisation structure of the council is vacant or the holder of such a position is sick or absent the general manager may appoint a person to the position temporarily. A person appointed to a position temporarily may not continue in that position for a period of more than 12 months.

## 7. Special Allowances

- (i) **Allowances Applicable** - except as otherwise provided for in this award, the following allowances shall be paid to those employees who are required to hold a trade qualification and are not in a supervisory or technical position in addition to the rates of pay prescribed herein:

(a) Whilst engaged on unusually dirty work and/or work of a particularly offensive nature	See Appendix
(b) Whilst working in wet places or outdoors in wet weather where clothing and/or boots became saturated, whether by water, oil or other liquids	See Appendix
(c) Whilst working in confined spaces, being a compartment, space or place, the dimensions of which necessitate working in a stooped or otherwise cramped position or without proper ventilation.	See Appendix
(d) Whilst working underground or in trenches being 4 feet or more in depth	See Appendix
(e) Whilst working with raw sewerage to the extent that the employee comes into physical contact sufficient that it attaches to the employees clothes	See Appendix

- (ii) **Multiple Allowances** - allowances prescribed by this clause shall be applied concurrently, one with the other as the circumstances of the work shall determine, provided that not more than one of the allowances prescribed in subclause (i) of this clause, is to be applied at the same time in which case the highest of such allowance shall apply.

- (iii) **Paid on Overtime** - allowances prescribed by this clause shall apply during periods of overtime performed outside the ordinary hours of duty, as the circumstances and nature of the work require.
- (iv) **Non-Extended Payment** - allowances prescribed by this clause shall apply only as the circumstances determine, and shall not be applicable in the calculation of any other benefit or entitlement except in respect of overtime, as prescribed by subclause (v) of this clause.
- (v) **Allowances Indivisible** - allowances prescribed by this clause are indivisible and shall be paid at the rate prescribed for each hour or part thereof.

## 8. Tool Allowances

- (i) **Payments Applicable** - except as otherwise provided for in this award, in addition to the rates of pay prescribed for employees required to supply their own tools of trade, a tool allowance as set out in item 9 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates should be paid.
- (ii) **Complete Tool Kits** - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions of the employee's appointed classification and the employee shall if requested to do so, furnish a list of such tools which are provided for use on the job.
- (iii) **Ownership of Tools** - tools for which allowances are paid shall remain the property of the employee but shall be kept in proper working condition and shall be available for use by the employee at all times in the exercise of the employees duties.
- (iv)
  - (a) **Compensation for Loss of Tools** - tools, in respect of which an allowance is paid, shall be replaced or paid for by the council in the event of their loss or damage by fire or other cause beyond the employee's control, or in the event of their theft during any act of breaking and entering of premises or council property outside the ordinary working hours provided such tools were kept in accordance with any established provisions for their security.
  - (b) Provided that this sub-clause shall not apply if the council has requested the employee to supply a list of tools required to be kept on the job and the employee has not supplied such a list. The council has the right to inspect the employee's tools at regular intervals to ensure that they match the list supplied by the employee and that they match the requirements of the job. The employee shall be liable to pay the amount as set out in item 9 of the said Table 2 of each claim for compensation.
- (v) **Special Purpose Tools** - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.

- (vi) **Proper Use of Tools** - tools, and other such equipment, implements or articles, issued to an employee shall be used only in the course of employment duties, and for the purpose for which they are supplied.
- (vii) **Care of Tools** - employees shall be responsible for the proper upkeep of all tools, and other such equipment, implements and articles, issued for their use, and shall replace or pay for any such items lost or damaged through misuse or negligence as deemed to be just and reasonable in the circumstances.
- (viii) **Payment for Other Purposes** - allowances prescribed by this clause shall apply during periods of absence on annual leave, sick leave, long service leave and award holidays, but shall not be accountable in the calculation of any entitlement and/or payment for accrued leave made to the employee upon termination of service.
- (ix) **Allowances Indivisible** - allowances prescribed by this clause are indivisible, except where the allowance has commenced, or ceases to be paid, on a date which does not coincide with the usual pay period. In this event, the allowance may be divided by one-fifth for each award-paid day, or part thereof.

## **9. Terms of Employment**

- (i) Employees may by mutual agreement be paid by either the week, fortnight or other period.
- (ii) Council may pay by cash, cheque or direct credit to the employee's nominated account. Where council pays by cheque or direct credit, all charges ancillary to such payments shall be met by council.
- (iii) Each council shall fix a regular payday for the payment of wages where mutually agreed upon between the council and the employee. Council may alter the payday if there is prior agreement with employees.
- (iv) If the council and employees cannot agree to alter the method of payment of wages, the dispute procedure is to be followed.

## **10. Calculation of Service**

- (i) Except where herein provided an employees service with the council shall for all purposes of the award be taken to be that continuous period from the date of commencement to the date of termination of employment.
- (ii) The following periods shall be included in the calculation of the employees' service with the council: -
  - (a) Any service with a city, municipality, shire or county council in NSW from which the employee has been directly transferred including transfer resulting from a merger, amalgamation or transfer of functions to any newly created public or private authority.

- (iii) The following periods shall be deducted from the calculation of the employee's service with the council:
  - (a) all absences taken without payment unless specifically approved and accepted by the council as service and excepting periods of unpaid sick leave.
  - (b) any period of employment as a casual employee in accordance with this award.

## **11. Hours**

### **A. Spread of Hours**

- (i) The ordinary hours for all employees shall be worked between Monday and Friday and shall not exceed 12 hours in any one day exclusive of unpaid meal breaks.
- (ii) Commencing and finishing times within or outside the spread of hours Monday to Friday as specified in paragraph (i) of this subclause may be altered by Agreement between management and the employees concerned. At any stage of discussions either the employee(s) or the council may seek assistance from the union or association.
- (iii) Existing commencing and finishing times of employees covered by this award will only change by agreement between those employees and management.
- (iv) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first 5 hours continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further 5 hours continuous work.
- (v) An employee shall not at any time be compelled to work more than 5 hours without a break for a meal. If an employee is required to work during the normal meal break then the employee shall be paid time and one half rates until the meal break is given.

### **B. Arrangement of Hours**

Subject to subclause A, Spread of Hours of this clause, the arrangement of hours shall be: -

- (i)
  - (a) The ordinary hours of work for employees in the professional/specialist band and other employees who worked 35 hours per week prior to the making of this award, shall be 35 hours per week.
  - (b) The ordinary hours of work for such employees shall be arranged on one of the following bases: -

- 35 hours within one week provided that at least two days off shall be granted; or
  - 70 hours within two weeks provided that at least four days off shall be granted; or
  - 105 hours within three weeks provided that at least six days off shall be granted; or
  - 140 hours within four weeks provided that at least eight days off shall be granted.
- (ii) The ordinary hours of work for all other employees shall be 38 hours per week arranged on one of the following basis: -
- 38 hours within one week provided that at least two days off shall be granted; or
  - 76 hours within two weeks provided that at least four days off shall be granted; or
  - 114 hours within three weeks provided that at least six days off shall be granted; or
  - 152 hours within four weeks provided that at least eight days off shall be granted.
- (iii) A different arrangement of hours to that provided for in paragraphs (i) and (ii) of this subclause may be agreed upon between management and the employees concerned. At any stage of discussions either the employee(s) or council may seek assistance from the union or association.

**C. General**

- (i) Any agreement to alter the spread or arrangement of hours as existed prior to the introduction of this award must be genuine with no compulsion to agree.
- (ii) If no agreement can be reached between the employees and council concerning the spread or arrangement of hours then the matter shall be referred to the appropriate industrial tribunal.

**12. Part-time and Casual Employees**

- (i)
- (a) A part-time employee shall mean an employee who is engaged to work a regular number of hours which are less than the full-time ordinary hours prescribed by the award.
  - (b) Such employee shall receive all the conditions prescribed by the award on a pro-rata basis of the regular hours worked.

- (c) 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.
  - (d) Nothing in this clause shall restrict council's ability to enter into job sharing arrangements with its employees.
- (ii)
- (a) A casual employee shall mean an employee engaged on a day to day basis.
  - (b) A casual employee shall be paid a twenty per cent loading on the appropriate hourly rate for every hour worked. This loading shall be paid in lieu of all leave prescribed by the award.
  - (c) A casual employee shall not replace an employee of council on a permanent basis.

### **13. Overtime**

- (i) Except where otherwise provided, all time worked by direction before the agreed commencement of ordinary hours or later than the agreed completion of ordinary hours shall be paid for at 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 paid at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime worked on any day, whether in broken periods or not, shall be regarded for the purposes of the payment of overtime as continuous.
- (v) An employee recalled to work overtime without receiving prior notice before ceasing work shall be entitled to a minimum of four hours pay at the appropriate overtime rate for each time the employee is so recalled or performs such work. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to or which the employee was required to perform is completed within a shorter period. This subclause shall not apply in cases where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary working time or where it is customary for an employee to return to the place of work to perform a specific job(s) outside the employee's normal hours.
- (vi) An employee required to work overtime shall be entitled to have at least 10 consecutive hours off duty between the completion of overtime on one day and the commencement of ordinary hours on the next working day without loss of pay. If an employee is instructed to resume work without having had 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 10 hour break without loss of pay for hours normally worked. This subclause shall not apply to employees on a call back unless required to work for four hours or more.

- (vii) Overtime shall be claimed within 30 days of it being worked.
- (viii) Where there is prior agreement between the council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted equivalent time off in lieu of the hours worked.
- (ix) Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport, including the employees own vehicle, are not available the council shall provide the employee with a conveyance to the employees home or pay the employee at the ordinary time rate of pay for the time reasonably occupied in reaching such home. The employee shall be required to advise council at the time that the overtime is being arranged that the employee will be unable to conveniently travel home after working overtime.

#### **14. On Call**

- (i) For the purposes of this award, an employee shall be deemed to be on call if required by the council to be available for duty outside of ordinary hours at all times in order to attend emergency and / or breakdown work.
- (ii) 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 fit for duty and is required to proceed directly to and from the job without any unnecessary delay.
- (iii) Employees required to be on call for any period outside their ordinary hours shall be paid an on call allowance as set out in item 15 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates, whilst the employee is required to be on call.
- (iv)
  - (a) Any employee engaged prior to 1 July 1995 who is placed on call and is required to work outside his/her ordinary hours shall be entitled to be paid double time for the time worked.
  - (b) For an employee engaged prior to 1 July 1995 the minimum time payable for each call out shall be based on at least one hour at double time.
  - (c) For an employee engaged on or after 1 July 1995 who is placed on call and is required to work outside his/her ordinary hours shall be entitled to be paid overtime at the appropriate rate for time worked.
- (v)
  - (a) Any employee engaged prior to 1 July 1995 who is required to be on call on a public holiday shall have one day added to the employee's annual leave.

- (b) Any employee engaged on or after 1 July 1995 who is required to be on call on a public holiday shall have one half day added to the employee's annual leave.
- (vi) Employees on call and standing by shall not be required to be constantly available for on call duties beyond a period of four weeks, where there are other employees available for such duty. Where there are no other employees available for inclusion on a roster then the employee concerned shall have at least one weekend (comprising two consecutive days) off duty in each period of four weeks without reduction of the allowance paid.
- (vii) The allowance paid under this clause shall continue to be paid to the employee during periods of annual leave, long service leave, sick leave and workers compensation, on the basis of his/her usual payment, provided that the employee has been on call and standing by constantly for a period of at least one month prior to such leave occurring.
- (viii) For the purpose of this clause a call out shall commence from the time the employee receives notification of a call out, and ceases when the employee has returned home from such call out.

#### **15. Meal Breaks and Allowances for Overtime Work**

- (i) An employee who, having being so instructed, works overtime for two hours or more prior to the agreed commencing time shall be paid a meal allowance as set out in item 16 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates.
- (ii)
  - (a) An employee who, having been so instructed, works overtime for 1 □ hours or more immediately after the agreed finishing time shall be allowed a meal break of 20 minutes which shall be paid for at the appropriate overtime rate. The employee shall also be entitled to a meal allowance as set out in the said item 16.
  - (b) Where overtime worked continues immediately after the agreed finishing time for 4 hours or more the employee shall be allowed a further meal break of 20 minutes which shall be paid for at the appropriate overtime rate. The employee shall also be entitled to a meal allowance as set out in item 16 of the said Table 2.

#### **16. Holidays**

- (i) The days on which holidays shall be observed are as follows: New Years Day, Australia Day, employees picnic day (to be held on such day as is mutually agreed between the council and the majority of all of its employees) Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day and/or proclaimed public holidays.
- (ii) Where any of the holidays prescribed by this award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.

- (iii) An employee who absents himself/herself from duty without the approval of the council on the working day prior to and the working day following any holiday shall not be entitled to payment for such holiday.
- (iv)
  - (a) For an employee engaged prior to 1 July 1995, time worked on a holiday by that employee within the employees normal working hours shall be paid for at double ordinary rates for the time so worked in addition to the ordinary days pay.
  - (b) For any employee engaged prior to 1 July 1995, time worked on a holiday by that employee outside the employees normal working hours shall be paid for at double and one half ordinary rates.
  - (c) For any employee engaged on or after 1 July 1995, who is required to work on a holiday as prescribed by this clause, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of 4 hours worked.
  - (d) Where an employee is required to work ordinary hours on a holiday as prescribed by this award, the council and the employee may agree that the employee be paid time and a half for the hours worked on the holiday and in addition be granted a day off at ordinary time for the holiday. Such leave shall be taken at a mutually convenient time.

## **17. Annual Leave**

- (i) Annual leave of absence, consisting of four weeks at the ordinary rate of pay exclusive of award holidays observed on a working day, shall be granted to an employee who has given twelve months' service and shall be taken on its due date or as rostered within the ensuing twelve months, excepting under special circumstances as approved by the council whose decision shall be final.
- (ii)
  - (a) Where a rotating annual leave roster, as agreed upon by the council and the Union concerned, is put into operation, for the purpose only of working of such roster system, the council may allow annual leave to be taken before its due date.
  - (b) Where an employee has been allowed annual leave before its due date and the employee's service is terminated any amounts paid in advance of the entitlement shall be deducted from the termination pay.
- (iii) On resignation or termination of employment, the 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.

- (iv) Annual Leave Loading - Employees entitled to annual leave under this award shall receive, in addition to such entitlements, a monetary loading of seventeen and one half per cent, calculated and payable as follows:
  - (a) Such loading shall apply only to annual leave entitlements and not to any additional days (or other time) added to an employee's annual leave to compensate for working on an award holiday or for any other reason or purpose provided for by this award.
  - (b) Payment of the loading shall be calculated upon the employee's ordinary time rate of pay pertaining at the time such leave is taken or otherwise discharged.
  - (c) When the employment of an employee is terminated by council for any reason other than misconduct and such employee has not taken the whole of the annual leave entitlement accrued, other than any pro-rata annual leave entitlement, the employee shall be entitled to loading on such accrued annual leave.
  - (d) Where, by arrangement with the council, annual leave is taken in advance of it falling due, such loading may at the councils discretion also be applied in advance with the leave taken.
  - (e) Such loading shall be paid at the commencement of each period of annual leave as taken (i.e., not later than the employee's usual ceasing time on the last working day prior to the employee going on leave).

## **18. Sick Leave**

- (i) An employee who is unable due to illness or injury to attend for duty shall be entitled to sick leave of absence without deduction of pay on the following conditions:
  - (a) the employee may be required to produce or forward evidence satisfactory to the council that the illness or injury is such that it justifies the time off and does not arise from serious misconduct and;
  - (b) that the illness or injury does not arise from engaging in other employment concurrent with employment with the council; and;
  - (c) that the illness or injury does not arise out of or in the course of employment such that it is compensable under the relevant Workers Compensation legislation and;
  - (d) that proof of incapacity such as to justify payment must be given after more than two days absence or after three separate periods of absence in each service year and;

- (e) that employees engaged prior to 1 July 1995 shall be entitled to accumulate sick leave upon completion of the following continuous service with council:

After first 3 months an initial	3 days
After first 6 months a further	4 days
After first 12 months a further	8 days
After first 18 months a further	6 days
After first 24 months a further	9 days
After first 36 months a further	15 days
After first 48 months a further	15 days
After first 60 months a further	18 days
After each additional 12 months a further	18 days

or

- (f) That employees engaged on or after 1 July 1995 shall be entitled to accumulate sick leave on the basis of 5 days after 3 months service with the council provided that after each 12 months service the employee shall be entitled to 15 days sick leave.
- (ii) Sick leave not taken shall accrue and accumulate and shall be taken with the last entitlement being taken first.
- (iii) Where an employee has had 10 years service with the current council and has exhausted all sick leave available, the council may grant such additional sick leave as, in its opinion, the circumstances warrant.
- (iv) In the event of the retirement of an employee who was engaged by council prior to 1 July 1994 the employee shall be paid all untaken sick leave accrued at the current council standing to the employees credit at the date of retirement subject to the provisions of Section 14 of Schedule 4 of the Industrial Relations Act 1996.

Retirement age means termination of an employee's service with the council at any time after the employee attains the age of 55 years.

- (v) If the employee becomes sick or is injured whilst on annual leave and produces within a reasonable time, satisfactory medical evidence that the employee is unable to derive benefit from annual leave, the employee shall be granted, at a time convenient to council, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of annual leave; provided that the period of sickness or injury is at least seven consecutive days.
- (vi) If the employee becomes sick or injured whilst on long service leave and produces within a reasonable time satisfactory medical evidence that the employee is unable to derive benefit from the taking of such long service leave, the employee shall be granted, at a time convenient to the council, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of long service leave, provided that the continuous

period of sickness or injury is equivalent to at least one quarter of the period of long service leave taken, or two weeks, whichever is the shorter period and provided further, that such leave shall be debited against the employee's sick leave entitlement.

- (vii) Accumulated sick leave shall be transferable on change of employment from one council to another council within New South Wales to the extent of not more than 13 weeks.
- (viii) The council may request employees to attend councils doctor at councils cost.

## **19. Carer's Leave**

### **(i) Use of Sick Leave**

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20(1)(c) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 19, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
  - (1) 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, or
  - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) The employee being responsible for the care of the person concerned; and
  - (ii) The person concerned being:
    - (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, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (d) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (e) A relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
    - (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.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

*Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer’s and employee’s requirements.*

*Where the parties are unable to reach agreement the disputes procedure at clause 33, Disciplinary, Grievance and Dispute Procedures, should be followed.*

(ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 20(1)(c) above who is ill or who requires care due to an unexpected emergency.

(iii) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and council may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of 14, Overtime, the following provisions shall apply.
- (b) An employee may elect, with the consent of the council, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(v) Make-up Time

- (a) An employee may elect, with the consent of the 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 the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the council, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

(vi) Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the council, to take rostered days off in part day amounts.

- (c) An employee may elect, with the consent of the council, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the council and employee, or subject to reasonable notice by the employee or the council.
- (d) This subclause is subject to the council informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

(vii) Personal Carers Entitlement for casual employees

- (1) Subject to the evidentiary and notice requirements in 20(1)(b) and 20(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 20(1)(c) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

**20. Bereavement Leave**

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) below.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of clause 19(i)(c)(2) of this award provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under clause 19(2), (3), (4), (5) and (6) of this award. In determining such a request the

employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

(vi) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in 21(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 20(1)(c) of clause 20, Carer's Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

**20A. Parental Leave**

- (i) Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
  - (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(iii) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
  - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(iv) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

## **21. Leave Without Pay**

(i) Periods of leave without pay other than approved sick leave without pay taken at a time mutually convenient to Council and the employee shall not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or annual leave loading. Such periods of leave without

pay shall not however, constitute a break in the employee's continuity of service.

- (ii) Where an employee is absent from work on approved leave without pay, he/she shall not be entitled to payment for any holiday which occurs during the period of absence.

**22. Long Service Leave**

- (i) Except as hereinafter provided, an employee upon completion of 10 years continuous service with the presently employing Council shall be entitled to long service leave on full pay as follows:

- (a) For employees engaged by the Council prior to 1 July 1995

Length of Service	Quantum of Leave
After 10 years	13 weeks
After 15 years	a further 8.5 weeks
After 20 years	a further 13.5 weeks
After every completed period of 5 years	a further 13 weeks

- (b) For employees engaged by the Council on or after 1 July 1995

Length of Service	Quantum of Leave
After 10 years service	13 weeks
After 15 years service	a further 6.5 weeks
After 20 years service	a further 11 weeks
For every completed period of 5 years service thereafter	11 weeks

- (ii) Where an employee has completed at least five years service but less than ten years service with the Council, and his/her employment is terminated by the Council for any cause or by the employee on account of illness or incapacity or domestic or other pressing necessity or death, the Council shall pay to such employee the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in monthly periods.
- (iii) Long service leave shall be taken at a time mutually convenient to the Council and employee in minimum periods of 4 weeks provided that all long service leave accruing on or after 23 June 1988 shall be taken within 5 years of it falling due at a mutually convenient time.
- (iv) For the purpose of this clause continuity of service shall be deemed not to have been broken by transfer or change of employment from one Council to another provided the period between cessation of service with one Council and appointment to the service of another Council does not exceed three months and such period is covered by accrued annual and long service leave

standing to the credit of the employee at the time of transfer; provided further that the employee concerned does not accept employment 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.

- (v) For the purpose of this clause service shall include the following periods;
- (a) In the case of an employee transferred to the service of a Council of a new or altered area - any period of service with the Council from which such employee was transferred.
  - (b) Service shall mean all services with a Council irrespective of the classification under which the employee was employed.
  - (c) 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 but excepting periods of unpaid sick leave.
- (vi)
- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause, all prior continuous service with any other Council or Councils shall be deemed to be service with the Council by which the employee is currently employed.  
  
For the purpose of this subclause continuous service shall be in accordance with subclause (iv) of this Clause.
  - (b) Where an employee transfers from one Council to another, the former Council shall pay to the newly employing Council the monetary equivalent of long service leave for the period of service computed in completed months with the former Council and in respect of which long service leave has not already been taken or paid for in lieu and calculated on the basis prescribed in subclause (i) of this clause at the rate of salary payable on the date of transfer of the employee.  
  
Where an employee has completed at least 10 years continuous service with the Council and previously employing Council(s) as prescribed in this Clause, the employee may elect to be paid the monetary equivalent of the entitlement to such leave in lieu of having the monetary equivalent of long service leave standing to the employee's credit transferred to the newly employing Council.  
  
A statement showing all prior continuous service with the Council or Councils of the employee concerned shall be furnished together with details of the assessment of the amount forwarded. Upon receipt of such amount the money shall be paid into a long service leave reserve account and suitable notations made in the Council's Long Service Leave Record.
- (vii) All long service leave already taken with the Council and with other Councils or bodies established under Local Government Legislation, and/or the equivalent of any such leave represented by a cash payment in lieu thereof paid to the employee upon termination of service with any such bodies, shall

be deducted from the accrued leave at credit to the employee, as calculated in accordance with this Clause.

- (viii) A Council which has received under paragraph (b) of subclause (vi) of this clause a monetary equivalent for Long Service leave entitlement to cover an employee's period of service with a previously employing Council or Councils shall if the employee subsequently leaves the service of that employing Council to seek employment outside Local Government before a long service leave entitlement has become due, refund to such previously employing Council(s) any amount(s) which were received as monetary equivalent from such Council(s).
- (ix) Payment to an employee proceeding on long service leave shall be made by Council before the employee enters upon the leave.
- (x) When the service of an employee with more than 10 years service is terminated for any cause, long service leave shall be deemed to have accrued for the employees total length of service and an amount equivalent to such accrued long service leave, less such leave already taken, computed in monthly periods shall constitute the employees entitlement.
- (xi) Where an employee has become entitled to a period of leave, and the employee's employment is terminated whether by resignation, death or dismissal for any cause, the employee shall be deemed to have entered upon leave at the date of termination of such employment and shall be entitled to payment accordingly.
- (xii)
  - (a) For employees engaged by Council prior to 1 July 1995 long service leave shall be exclusive of all award holidays which occur during the period of such leave.
  - (b) For employees engaged by Council on or after 1 July 1995. Long service leave provided by this Clause shall be exclusive of annual leave but inclusive of any other holidays occurring during the taking of any period of long service leave.
- (xiii) When the service of an employee is terminated by death the Council shall pay to the employee's spouse or dependant children or legal representative as the Council shall determine the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of death.
- (xiv) Full pay shall mean the salary prescribed in this award and in the case of an employee who enters upon a period of leave such salary as is applicable to the said period of leave. In the case of an employee who dies after having become entitled to but not having entered upon a period of leave such salary as is applicable at the date of such death.

**23. Training**

**A. Trade Union Training Leave**

- (i) An employee may make application to the council for paid leave to attend a trade union training course. The granting of such leave is subject to the council's approval both in respect of the aggregate leave provided and the number of employees attending.
- (ii) A council's approval of any application for leave provided by this clause is subject to:
  - (a) The taking of the leave shall be dependent upon the council being able to make adequate staffing arrangements.
  - (b) Courses should be legitimate training courses run by or approved by the Trade Union Training Authority (TUTA) when relevant approved education content of an industrial relations nature, and not courses run by trade unions or T.U.T.A. for the conduct of union business or any furtherance of their own affairs.
  - (c) Training courses should be for union delegates or workplace representatives for whom the approved course is of relevance.
  - (d) Written application and at least six weeks notice for release of employees should be made to the council by the official union body. (Council may accept a period of notice which is less than six weeks). A copy of the course syllabus should accompany every application.
  - (e) Paid leave will be at the ordinary rate of pay for ordinary working hours only, with no reimbursement for overtime, travel time, expenses of other award benefits.
  - (f) An employee must have one year's service with council before leave can be granted.
  - (g) Leave granted will not incur additional payment to the extent that the course attended coincides with an employee's rostered day off or other concessional leave.
  - (h) No council shall be called upon to pay more than 10 days leave per calendar year irrespective of the number of council's employees who attend the above mentioned courses. Such leave shall not accumulate from year to year.

**B. Council Training**

- (i)
  - (a) The parties to this award recognise that in order to increase the efficiency and productivity of the industry a greater commitment to training and skills development enhancement and maintenance is required.

Accordingly, the parties commit themselves to:

1. developing a more highly skilled and flexible workforce;
  2. providing employees with career opportunities through appropriate training to acquire additional skills; and
  3. removing barriers to the utilisation of skills acquired in accordance with the training plan.
- (b) Council shall develop a training plan consistent with:
1. the current and future skill needs of the Council;
  2. the size, structure, and nature of the operations of the council;
  3. the need to develop vocational skills relevant to the council employees and the Local Government industry through courses conducted by both public and private providers.
- (c) If an employee is required to undertake a course which will develop skills relevant to the current and future needs of the council and the industry, and is consistent with the council's training plan:
1. The council shall grant the employee paid leave to attend course requirements where the training is undertaken during ordinary working hours;
  2. 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 must be specified in the training plan.
  3. Council shall pay course fees at the commencement of each stage but shall not pay if the employee is repeating; and
  4. Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements.
- (d) Council may grant an employee undertaking a course consistent with council's training plan, although not at council's requirement, leave with pay or leave without pay to attend course requirements provided 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.
- (ii) Entry Level Training
- Entry level training includes:
- (a) Induction level training which adjusts and enhances skills learned outside of the Local Government industry to the service criteria of a tier of Government;

- (b) Career Foundation training that allows new employees to earn skills within a particular vocation appropriate to Local Government, such as Australian Traineeship Scheme (ATS) students; apprenticeship students; or technical and professional students.
- (iii) Career Path Development
  - (a) This award provides councils and employees with the opportunity to develop career structures within the award. The emphasis of the career path is to provide and develop new skills through a structured training program to allow mobility through skill bands. The establishment of skill-related career paths will provide an incentive for workers to continue to participate in skills formation.
  - (b) To provide for genuine and equitable career path opportunities, employees covered by this award shall be given reasonable opportunity to progress by participating in the training plan.
- (iv) Multi-Skilling
  - (a) This award aims to develop a workforce with a wide range of skills and abilities by providing employees with an opportunity to build long term career paths. It also aims to eliminate impediments to multi-skilling and broadening the range of tasks which a worker may be required to perform. In this way, the award ensures that work patterns and arrangements enhance flexibility and the efficiency of the industry.
- (v) Training Modules
  - (a) A training module is a stand-alone course which supplies part of the required training for each step within the skill band.
  - (b) Training modules are designed to allow each council to choose the modules relevant to its skills requirements, and employee to choose the modules that further their careers.
- (vi) Training Plan
  - (a) This award allows for each council to construct a training plan that sets out the modular courses that are relevant to its skills maintenance, development and enhancement in accordance with the skills bands and levels of this award.
  - (b) A training plan shall be designed in consultation with the consultative committee from an analysis of training needs identified within each council.
  - (c) Selection of participants to receive council required training in accordance with council's training plan is to be based on merit.
- (vii) Skills Applied
  - (a) In order that both employees and employers have confidence in the ability of employees to apply skills acquired through the training provisions of this award, skill standards are expressed in terms of

competencies and application of skills is expressed in terms of performance criteria.

(b) Competencies - A competency is the ability to perform the activities within an occupation or function to the standard expected in employment. Key features of competencies are:

1. related to realistic workplace practices;
2. expressed as an outcome;
3. capable of demonstration and assessment;
4. complementary to their performance criteria
5. comprehensible to trainees, supervisors and employers; and
6. for complex and non-routine work, expressed in terms that allow for critical thinking, problem solving and the possibility of no one correct solution.

(c) Performance Criteria - Performance criteria are statements by which an assessor evaluates the evidence that an individual can perform the activity specified in a statement of competence to a level acceptable in employment including measures of quality as well as quantity where appropriate.

Performance criteria should consist of outcomes and evaluative statements.

(viii) Skills Acquired

Acquired skills are to be assessed both on and off the job to supply objective evidence to council that employees have acquired the necessary skills through training.

## **24. Travelling Allowance**

(i) The provisions of this clause will not be applicable to employees who are required to start and/or finish in the council depot, workshop or other agreed starting point. Nor will it be applicable to employees who are provided or the council has offered to provide transport from the employees residence or normal starting point to the work site and return, free of charge to the employee.

(ii) An employee who is required to commence and/or finish work at a location away from the employees normal starting point at the normal starting and/or finishing times or is required to start overtime work at a location away from the normal starting place shall be paid a travelling allowance as set out in item 25 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates:

Where the employee works at a distance from the depot greater than:

0 but not more than 10 km	See Table 2 – Other Rates and Allowances
More than 10km but not more than 20km	See Table 2 – Other Rates and Allowances
More than 20km but not more than 30km	See Table 2 – Other Rates and Allowances
More than 30km but not more than 40km	See Table 2 – Other Rates and Allowances
More than 40km but not more than 50km	See Table 2 – Other Rates and Allowances
Each additional km in excess of 50kms	See Table 2 – Other Rates and Allowances

This clause does not apply to travelling involved in after hours on-call work.

**25. Higher Paid Work**

- (i) A Council may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training.
- (ii) An employee required to relieve in a higher paid position shall be paid according to the skills and knowledge possessed to undertake the higher duties but at a rate at least equal to the entry salary of the level and band in which the employee is relieving.
- (iii) Subject to the right of the employee to elect to take a position in a lower grade or to have the employees services terminated by the council any employee may be reclassified to a lower grade provided no less than two weeks notice in writing of the council's intention so to do is given; provided that where an employee is so reclassified there shall be no reduction in pay if the employment in the lower grade is for less than four weeks.

**26. Clothing**

- (i) Clothing shall be provided for employees in accordance with Schedule A, Clothing Regulations to this award.

**27. Driving Of Motor Vehicles**

- (i) Driver's Licences - an employee appointed to a position, the duties of which, require the employee to hold a motor vehicle driver's licence or motor cycle rider's licence, shall be reimbursed the annual cost of such licence by the Council provided that:
  - (a) Where an employee is eligible for and elects to renew a licence for a period of more than one year, the Council may reimburse the employee each year an amount equal to the pro-rata annual cost.

- (b) The Council may elect to reimburse the full cost of an employees' multiple year licence. Where the Council elects to reimburse in full the cost of a multiple year licence, and subsequently;
  - (i) the employee's service is terminated for any reason;
  - (ii) the employee's licence is revoked, suspended or cancelled; or
  - (iii) the employee ceases to carry out duties requiring the employee to drive a vehicle; then the Council shall be entitled to deduct from the wages or salary due to the employee the balance of the yearly proportionate value of the licence.
- (c) The Council shall not be liable to reimburse any cost of a probationary licence or any penalty imposed on an employee because of traffic infringements by the employee.
- (ii) (a) Use of Private Vehicles: Where, by mutual arrangement between the Council and the employee concerned, the employee supplies a privately owned motor vehicle and/or other equipment associated therewith, on a regular basis for use in the Council's official business, the parties shall agree upon a mutually acceptable allowance for the use and depreciation thereof; provided that, in the case of a motor vehicle, which is available continuously for use when the employee is on duty, the allowance payable shall be calculated at not less than:

	Kilometres Travelled Each Year on Official Business Cents Per Kilometre
Under 2.5 litres (nominal engine capacity)	See Table 2 – Other Rates and Allowances
2.5 litres (nominal engine capacity) and over	See Table 2 – Other Rates and Allowances

- (b) a minimum payment at the rate of (See Table 2 - Other Rates and Allowances) per annum, paid quarterly to the extent only of any deficiency between the total minimum travelling rate provided under this subclause and the quarterly payment relating to the same period; and similarly, to the extent only of any such deficiency when related and reconciled at the end of each four quarterly periods; with
- (c) such quarterly periods to be extended by any time in which the vehicle is not available to the Council, including absence by the employee whilst on long service leave and/or annual leave in excess of four weeks in any service year and/or sick leave in excess of three weeks.
- (iii) Casual use of Motor Vehicles - an employee who by arrangement, uses a privately owned motor vehicle in the course of, or in connection with, the employees employment, on an intermittent, irregular or casual basis shall be paid for such casual use at the rate set out in paragraph (a) of subclause (ii) of this clause.

- (iv) Termination of Agreement - an agreement for the supply and use of a privately owned motor vehicle under this clause may be terminated by the Council giving the employee or by the employee giving the Council six months' notice of such intention to terminate the agreement.

**28. Industry Allowance**

An industry allowance as set out in item 29 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates shall be paid to all employees aged twenty years and over who are paid in accordance with the provisions of this award. The allowance shall be paid for all purposes of the award with the exception of travelling time, overtime and other penalty rates.

**29. Termination of Employment**

- (i) An employee shall give to council 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 award.
- (ii) A council and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- (iii) The council shall give to an employee a period of notice of termination in accordance with the scales set out in subclauses (iv) and (v) of this clause or by payment in lieu thereof. Provided, where the employee's services are terminated by reason of misconduct no such notice shall be required.
- (iv) 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

- (v) 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
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (vi) The provision of this clause shall be read subject to the provisions of Clause 31 Redundancy and Technological Change.

**30. Redundancy and Technological Change**

**(i) Council's Duty to Notify**

- (a) Where a 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, the council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the 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 the award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

**(ii) Council's Duty to discuss Change**

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

**(iii) Discussion Before Termination**

- (a) Where a council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i) and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.
- (b) The discussion shall take place as soon as it is practicable after the council has made a definite decision which shall invoke the provision of paragraph (a) 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 employee(s) concerned.

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

(iv) **Notice to Centrelink**

Where a decision has been made to terminate employees, the council shall notify Centrelink 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.

(v) **Notice of Termination**

- (a) 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.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
  - (i) Three (3) months notice of termination or
  - (ii) Payment in lieu of the notice in subparagraph (i) of this paragraph. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (iii) Notice or payment in lieu of notice under this paragraph shall be deemed to be service with the council for the purposes of calculating leave entitlements under this award.

(vi) **Severance Pay**

- (a) This subclause shall apply where an employee is terminated due to redundancy. A 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 the council's organisation structure, being a position which has remuneration no less than the position previously held by the employee.
- (b) 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	14 weeks pay
6 years and less than 7 years	16 weeks pay
7 years and beyond	An additional 2 weeks pay for each year in excess of 7 years service up to 10 weeks pay

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
7 years and beyond	An additional 2 weeks pay for each year in excess of 7 years service up to 6 weeks pay

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

- (vii) 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 the council's employment until the expiry of the notice period.
- (viii) During a period of notice of termination given by the 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 the council the employee shall provide proof of attendance at an interview.
- (ix) 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 Award. 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.

- (x) The council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period the employee's employment and the classification or the type of work performed by the employee
- (xi) The 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.
- (xii) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xiii) Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the unions and the councils bound by this award.
- (xiv) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount of severance pay than that contained in subclause (v) of this clause if the council obtains acceptable alternative employment for an employee.
- (xv) Nothing in this clause shall restrict an employee with ten years service or more and council from agreeing to further severance payments.

### **31. Miscellaneous**

- (i) Where an employee and Council agree that a telephone installed at the employee's place of abode 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 on such telephone.
- (ii)
  - (a) Employees working with an employer in places situated upon or to the west of line drawn as herein specified shall be paid an allowance (as set out in item 32 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates) per day or part thereof in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right of the bank of the Murray River opposite Echuca (Victoria) and thence to the following towns in the order stated, namely, Deniliquin, Griffith, Condobolin, Narromine, Coonamble, Moree and Goondiwindi.
  - (b) The above rates shall not form part of the ordinary rates of payment for the purpose of calculation of overtime.

- (c) For the purpose of this subclause a week shall be five days in each 7 day period.
- (iv) Any employee who is the holder of a current St John's Ambulance First-Aid Certificate or equivalent and is required to act as a first-aid attendant shall be paid an allowance, as set out in item 32 of the said Table 2, in addition to the employee's ordinary rate of pay.

## **32. Disciplinary, Grievance and Dispute Procedures**

### **A. Disciplinary Procedure**

- (i) 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 neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record of such initial warning shall be kept on the employee's personal file and a copy of the warning shall be shown to the employee.

The employee may either make notes on the record or reply in writing and have that reply placed on file.

If, however, a complaint of an employee's performance or conduct is made and investigation shows the complaint to be unfounded, the employee's personal file must have a suitable notation added to it.

- (ii) Where there is a re-occurrence of 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;
  - 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;
  - whether disciplinary action will follow should the employee's work performance or conduct not improve.

A written record of such formal warning and counselling shall be kept on the employee's personal file and a copy of the warning shall be shown to the employee.

The employee may either make notes on the record or reply in writing and have that reply placed on the file.

- (iii) 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.

- (iv) If the employee's performance or conduct does not improve after the "final warning" further disciplinary action shall be taken.
- (v) This shall not affect the rights of the 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.
- (vi) Either Council or the employee may request the presence of a Union representative at any stage of this procedure.
- (vii) This procedure shall not affect either party's right to institute the dispute procedure of the award or to notify the Industrial Registrar as to the existence of an industrial dispute.
- (viii) Employees shall have access to their personal file and may take notes and/or obtain copies of the contents of the file.

## **B. Grievance and Dispute Procedures**

- (i) At any stage of the procedure, the employee(s) may be represented by the union or its local representative and the council represented by the Association.
- (ii) A grievance or dispute shall be dealt with as follows:
  - (a) The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.
  - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
  - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
  - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
  - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iii) Nothing in this clause shall affect the right of the parties to enter in to direct negotiation or to seek the assistance of an industrial tribunal at any stage of this procedure.
- (iv) During this procedure and while the matter is in the course of negotiation and/or arbitration, work is to proceed as normal.

### **33. Council Agreement**

- (i) The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the council and its employees.
- (ii) The terms of any agreement reached between the parties shall substitute for the provisions of the award provided that:
  - (a) the extent of the agreement shall be limited to the award's Clause 6, Rates of Pay, Clause 25 Travelling Allowances, Clause 12 Hours, Clause 14 Overtime, Clause 17 Public Holidays, Clause 13 Part time Employment and Clause 35 Performance Evaluation and Reward.
  - (b) the agreement does not provide less than the entry level rates of pay
  - (c) the agreement is consistent with the Industrial Relations Act NSW 1996 and current wage fixing principles
  - (d) the agreement shall be processed in accordance with subclause (iii) of this Clause.

Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.

- (iii) A Council Agreement shall be processed as follows:
  - (a) the unions shall be notified prior to the commencement of negotiations
  - (b) the agreement has been genuinely arrived at by negotiation without compulsion
  - (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration
  - (d) the Council and the appropriate union(s) shall sign the agreement and a copy sent to the LGSA
  - (e) Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

### **34. Performance Evaluation and Reward**

- (i) The objective of performance development is to enhance the performance of councils. All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance.

A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance.

A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.

- (ii) This award recognises that all employees should have on-going feedback about performance. The success of a council ultimately depends upon the collective sum of individual job performance.

The performance development process can be simplified to three stages:

1. joint development on objectives and performance standards;
2. progress reviews; and
3. a formal performance review which is followed by decisions and outcomes.

### **35. Consultative Mechanisms**

Each Council shall establish a consultative mechanism and procedure appropriate to its size, structure and needs for consultation and negotiation on matters affecting its efficiency and productivity.

### **36. Jury Service**

An employee required to attend for jury service shall be entitled to attend without loss of pay less any amount paid by the court for such jury service.

### **37. Salary Sacrifice**

- (i) Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed include childcare facilities operated by council on its premises; and additional superannuation and motor vehicles supplied by council under leaseback arrangements where the amount to be salary sacrificed for leaseback of a council motor vehicle is that part of the leaseback fee that exceeds council's fringe benefit tax liability.
- (iii) The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable.
- (iv) (a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both council and the employee.

- (b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the council shall not unreasonably refuse the request.
- (v) The employee's gross pay is their pre tax ordinary pay less the value of the salary sacrifice benefit including fringe benefit(s) tax.
- (vi) The value of a salary sacrifice benefit and applicable fringe benefit tax shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (vii) The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- (viii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (ix)
  - (a) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
  - (b) The council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (x) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (xi) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (xii) Council may maintain and/or enter into other salary sacrifice arrangements with employees.

### **38. Superannuation Fund Contributions**

Subject to the provisions of the Industrial Relations Act 1996, a council shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.

### **39. Area, Incidence and Duration**

This award shall take effect from the first pay period to commence on or after 7 December 1995 and shall remain in force for a period of twelve months.

This award was reviewed on 25 September 2007 under section 19 of the Industrial Relations Act 1996 and in accordance with the Principles of Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (359 IG 310) .

This award shall apply to all councils (as defined in Clause 4) in Local Government within New South Wales (other than the Council of Sydney, the Council of the City of South Sydney and the Council of the city of Newcastle and also excluding the County of Yancowinna).

This award shall only apply to persons engaged in the industries and callings of makers, fitters, repairers and installers of electrical apparatus and installations, and persons assisting therein, or in running electrical plant.

Provided further that this award shall apply only to employees who are members of, or are eligible to be members of the Electrical Trades Union of Australia, New South Wales.

**PART B**

**MONETARY RATES**

**TABLE 1 - WAGE RATES – CLAUSE 6**

	Rate of Pay Per Week \$
Technical / Trades Band Level 1	721.00
Technical / Trades Band Level 2	793.00
Technical / Trades Band Level 3	907.30
Professional Band Level 1	793.00
Professional Band Level 2	907.30
Professional Band Level 3	1017.10
Professional Band Level 4	1188.60
Apprentice 1st Year	399.10
Apprentice 2nd Year	471.40
Apprentice 3rd Year	541.50
Apprentice 4th Year	609.70

These rates shall take effect on and from 16 December 2010.

**Note:**

The rates of pay in this award include the adjustments payable under the State Wage Case 2010. These adjustments may be offset against: -

- (i) any equivalent over award payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments



**TABLE 2 - OTHER RATES AND ALLOWANCES**

<b>Clause 8 - Special Allowances</b>	
<b>(i) Wages</b>	
(a) Dirty work, etc	30 cents per hour
(b) Wet places	35 cents per hour
(c) Confined spaces	35 cents per hour
(d) Working underground	30 cents per hour
(e) Working with raw sewerage	\$6.72 per day

<b>Clause 9 - Tool Allowances</b>	
(i) Electrical Tradesperson	\$27.90 per week
(iv)(b) Amount payable by employee for each claim for compensation of loss of tools	\$70.50

<b>Clause 15 - On Call</b>	
(iii) On call allowance	\$91.80

<b>Clause 16 - Meal Time and Allowances</b>	
(i) Meal allowance	\$12.90
(ii)(a) Meal allowance	\$12.90
(ii)(b) Meal allowance working 4 hours over time	\$9.90

<b>Clause 25 - Travelling Allowance</b>	
Where the employee works at a distance from the depot greater than:	\$4.40 per day
(ii) 3-10 kms	
10-20 kms	\$7.80 per day
20-30 kms	\$11.10 per day
30-40 kms	\$14.30 per day
40-50 kms	\$17.70 per day
For each additional kilometre	34 cents

<b>Clause 28 - Driving of Motor Vehicles</b>		
(ii)	(a)	Use of private vehicle (cents) per kilometre
		Under 2.5 litres
		2.5 litres and over
	(b)	Minimum yearly allowance

65 cents

75 cents

\$6984.00

<b>Clause 29 – Industry Allowance</b>	
Industry Allowance	\$46.20 per week

<b>Clause 32 – Miscellaneous</b>		
(ii)	(a)	West of the line allowance
(iii)		First-aid allowance

\$1.03 per day

\$2.68 per day

## SCHEDULE A

### CLOTHING REGULATIONS

Classifications and Work Situations	Clothing and Accessories (For day and wet weather) Number per Issue
1. Apprentices (Electrical Trades)	Dry - 2 pair overalls; 1 pair electrical safety boots or shoes  Wet - 1 set waterproof coat, hat and trousers; 1 pair electrical safety (rubber) boots
2. Electrical Officers (Electrical Trades) Including Engineering Officers and Electrical Engineers	Dry - 2 pair overalls, or 2 sets dry weather coat and trousers; 1 dry weather hat; 1 pair electrical safety boots  Wet - 1 set waterproof coat, hat and trousers; 1 pair electrical safety boots or shoes or 1 pair galoshes
3. Clothing will be issued as stipulated above when required	