

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/239

TITLE: Fairfield City Council Enterprise Agreement

I.R.C. NO: 00/3965

DATE APPROVED/COMMENCEMENT: 21 August 2000

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Council with the exception of: Senior Staff, Contract Staff and those persons employed on government sponsored schemes

PARTIES: Electrical Trades Union of Australia, New South Wales Branch -&- Fairfield City Council, Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales



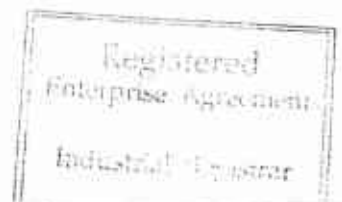
FAIRFIELD CITY COUNCIL

ENTERPRISE AGREEMENT

Registered
Enterprise Agreement
Industrial Registrar

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Registered
Enterprise Agreement
Industrial Relations

CLAUSE 1. Title of Agreement

This agreement shall be known as the Fairfield City Council Enterprise Agreement.

CLAUSE 2. Parties Bound and Coverage

- (i) This agreement has been entered into between the Fairfield City Council, a Council constituted under the Local Government Act, 1993 and the following organisations:-
- Federated Municipal and Shire Council Employees Union of Australia (NSW Division),
 - Environmental Health and Building Surveyors' Association of NSW.
 - Local Government Engineers Association of NSW.
 - Electrical Trades Union of Australia NSW Branch.
- (ii) This agreement will apply to all persons employed by Fairfield City Council with the exception of:
- Senior Staff designated in accordance with the provisions of the Local Government Act.
 - Those members of staff whose current contract specifically excludes them from the provisions of the current Council Agreement.
 - Persons employed on government sponsored schemes.
 - In clauses 17. Concessional Leave, 23. Sick Leave, 24. Attendance Productivity Bonus, and 26. Service Payment different entitlements apply to those employees who were engaged by Council after 12 September 1995. Entitlements also vary in clauses 23. Sick Leave and 24. Attendance Bonus as a result of the legislative prohibition, now removed, on the payment of accumulated untaken sick leave enacted on 15 February 1993. These exceptions apply only in the those identified clauses.

CLAUSE 3. Relationship to Awards

- (i) This agreement shall be read and interpreted wholly in conjunction with the following awards:
- Local Government (State) Award 1997.
 - Local Government (Electricians) State Award.
 - Any Award which may supersede these Awards.
- (ii) Wherever an inconsistency arises between this Agreement and these Awards then the provisions of this Agreement will prevail to the extent of the inconsistency.



CLAUSE 4. Objectives of this Agreement

- (i) All parties to this Agreement will work together to:
- Improve the quality of all services provided to the community in response to its expressed needs.
 - Establish a caring, dynamic and responsive work environment that changes in positive ways to meet the challenges of the future.
 - Establish a work environment that supports and maintains a high level of job satisfaction for staff.
 - Achieve the corporate objectives of the organisation.
- (ii) The values which will be supported and promoted by all parties in achieving these objectives are:
- Respect of the individual and of collective rights.
 - Reward and recognition for endeavour.
 - Open communication and consultation.
 - Honesty.
 - Fairness and equity.
 - Teamwork.
 - A focus on quality improvement and service.
 - Flexibility, innovation and creative debate.
 - Action and achievement orientation.
 - Loyalty.

CLAUSE 5. Agreement Not Made Under Duress

This Agreement was entered into by the parties to it free from duress and coercion.

CLAUSE 6. Term of Agreement

This Agreement will take effect from the date of approval by the Industrial Relations Commission of New South Wales and will remain in operation for a period of twelve (12) months.

CLAUSE 7. Future Negotiations

The parties agree to commence negotiations on a new Agreement prior to the expiry date of this Agreement.



CLAUSE 8. Striving for Excellence – Best Value Principles

All parties are committed to achieving excellence in performance throughout the organisation. The creation of “Best Value Principles” and the creation and use of “Performance Measures” will assist in achieving excellent performance.

(i) Best Value Principles:

All parties will work together to further develop a set of “Best Value Principles” covering the following areas:

- Work Design.
- Leadership and Management.
- Learning and Training.
- Employment Security.
- Careers.
- Customer Service.
- Quality.
- Achieving Community Outcomes.
- Consultation.
- Communication.
- Community Involvement.
- Staff Development and Performance Appraisal.
- Occupational Health and Safety.
- Equal Employment Opportunity.
- Organisation Development.
- Industrial Relations.
- Enterprise Bargaining.

These principles will guide the development of policy or of any future actions related to any of the abovementioned areas.

(ii) Performance Measures:

All parties will work together to further develop and implement a set of “Performance Measures” which will be used to test the actual performance of the organisation in the following key areas:

- Meeting the objectives of this Agreement.
- Community and customer service quality and satisfaction.
- Decision making effectiveness.
- Financial Performance.
- Flexibility, adaptability, responsiveness.
- Organisation morale.
- Skill levels and career opportunities.

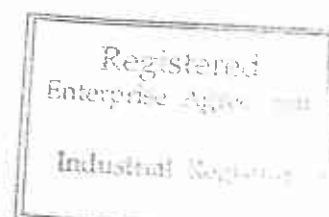
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- Leadership and innovation.
- Meeting Management Plan objectives and commitments.
- Providing Best Value

The Performance Measures will help to provide feedback to the parties on the effectiveness of the organisation. The parties will thereafter undertake an annual review of performance within each of these key areas for the purpose of identifying key areas requiring further and ongoing improvement.

CLAUSE 9. Commitment to Action and Results

- (i) All parties are committed to obtaining maximum benefit from this Agreement so that they establish, support and maintain a skilled and motivated organisation. Through this Agreement, all parties will strive to achieve the corporate objectives of the organisation and the priorities contained in Council's Management Plan, as amended from time to time.
- (ii) During the term of this Agreement all parties will focus their energies on achieving results in the following areas:
- Ensuring that the objectives of the Agreement are realised and the underlying values are promoted throughout the workplace.
 - Developing a sophisticated and effective workplace bargaining system, which achieves balances between benefits, productivity gains, reward and recognition and service cost, quality and effectiveness.
 - The Agreement will form the basis for establishing workplace reform in all key areas of operation.
 - All parties will work toward establishing "best value" guidelines based on continuous improvement and the achievement of excellent performance.
 - Strengthening the skills base and the diversity of career opportunities across the organisation.
 - A focus on training and organisation development as a means of strengthening the skills, productivity and adaptability of the whole organisation.
 - Emphasis on better understanding the needs of our community and all those who the organisation serves and of responding to these needs through continuous improvement in the quality of services.
 - Achieving the objectives, priorities and performance standards contained in the Council Management Plan.
 - A commitment to the principles of Equal Employment Opportunity and Occupational Health and Safety.
- (iii) Council undertakes to review the existing Indoor and Outdoor Salary Systems within the life of this Agreement to ensure they provide an appropriate and equitable basis for individual increases in salary.



CLAUSE 10. Organisation Image and Identity

- (i) All parties agree that the development and promotion of a consistent, strong and positive organisation image and identity is important and provides a means of establishing rapport and credibility with the community and customers.
- (ii) Consistent with this, all employees will make every endeavour in their day-to-day activities to promote the services, competence, image and identity of the Council in a responsible and professional manner.
- (iii) Particular emphasis will be placed on the establishment of a strong and positive Council image and identity amongst all employees (and within services and facilities) which are publicly prominent.

CLAUSE 11. Communication

- (i) All parties are committed to improving the clarity, timeliness and effectiveness of communication across the organisation and between the organisation and the community. This commitment arises from a belief that an informed and aware organisation will be better able to meet the needs of the community and respond to changing circumstances.

Information of interest to the organisation will be made available as early as possible and through the greatest variety of sources possible. The accurate dissemination of information is critical and broad and open discussion of organisation issues is encouraged.

- (ii) The key elements of a communication strategy which are supported by all parties are:
 - Maintenance of a wide-ranging and regular newsletter.
 - Prompt release of information about issues of corporate significance by way of special, broadly circulated "newsflashes".
 - Establishment of a regular Senior Officers Meeting.
 - Maintenance of communication processes that provide regular information exchange between managers, team leaders, branch heads, supervisors and their teams.
 - Establishment of a reward and recognition system across the organisation.
 - Preparation and wide distribution of an annual timetable of Council events and major projects.

CLAUSE 12. Development of Council Policies

- (i) All parties recognise that specific policies relating to Council Staff may, from time to time, need to be formulated to supplement both Award and Agreement terms and conditions.
- (ii) As part of this Agreement, it is determined that any such policies will be formulated on a consultative basis between Council, Management and Staff. Further, that Fairfield City Council Joint Consultative Committee and/or its relative sub-committees will be the vehicle for such consultation. OH&S policies will be formulated through the Occupational Health & Safety Committee.
- (iii) Any policies directly or indirectly relating to staff issues will only come into effect after referral to, consultation by and recommendation of the Fairfield City Council Joint Consultative Committee or Occupational Health & Safety Committee as appropriate.

CLAUSE 13. Shift Allowances

- (i) *Employees may be called upon to work as shift workers when engaged upon, or employed as: -*
 - (a) Road maintenance and construction and associated works.
 - (b) Motor vehicle maintenance.
 - (c) Cleaners.
 - (d) Drivers of Mechanical Street Sweepers and Street Cleansing Labourers.
 - (e) Library staff.
 - (f) Computer staff.
- (ii) *Except where otherwise provided: -*

Early morning shift means any shift commencing before 6.00am.

Afternoon shift means any shift finishing after 6.00pm and at or before 12.30am.

Night shift means any shift finishing subsequent to 12.30am and at or before 8.30am except for employees listed in (i) (d) which shall be 8.00am.

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Night shift, non-rotating, means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of the working time off night shift in each roster cycle.

(iii) *Road Maintenance and Construction and Associated Works*

- (a) Shift workers engaged upon any of the classes of work named in paragraph (a) of sub-clause (i) of this clause, may be required to work shiftwork on a two shift (early morning shift, afternoon shift) system.
- (b) The ordinary shift work hours of such employees shall be 38 hours per week, to be worked between Monday and Friday, inclusive and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.
- (c) Such employees shall be allowed a crib break of thirty minutes that shall be paid for as time worked.
- (d) A shift allowance of \$14.95 per shift, in addition to the ordinary rate of pay, shall be paid to shift workers provided for in this subclause, working hours as defined in sub-clause (ii) of this clause.

(iv) *Motor Vehicle Maintenance*

- (a) The ordinary hours of motor mechanics, shall be 38 hours per week worked between Monday and Friday inclusive, of 8½ hours and up to twelve (12) hours per day, exclusive of unpaid meal breaks, and may be worked on an afternoon or night shift.
- (b) Shift workers who work on afternoon shift only shall be paid at the rate of \$14.95 per shift for each shift worked.
- (c) Shift workers who work on night shift only shall be paid at the rate of time plus thirty per cent.
- (d) Such employees shall be allowed a crib break of 20 minutes that shall be paid for as time worked.

(v) *Cleaners*

Cleaners required to work on a rostered shift other than day shift, shall be paid for each shift the following allowances: -

Shift	Loading
Early Morning Shift	\$4.13
Afternoon Shift	\$8.34

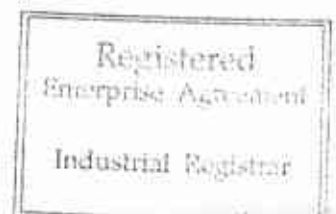
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Shift	Loading
Night Shift (rotating) with Day and/or Afternoon Shift	\$9.51
Night Shift (non rotating)	30%

- (a) The hours of work shall be 38 per week to be worked in five or six shifts per week.
- (b) The employer shall, with the agreement of the employee(s) concerned determine the starting and finishing time of each shift. Should the Council wish to change the starting and finishing time from those agreed such alteration will be agreement with the employee(s) involved and with at least one (1) weeks notice from the date of agreement. Agreement by the employee(s) concerned will not unreasonably be withheld.
- (c) Suitable travel arrangements shall be made for female cleaners working night/afternoon or night shift.

- (vi) Driver of a mechanical street sweeper and street cleansing labourer, early morning shift and night shift. The hours of work shall not exceed 38 hours per week, Monday to Sunday inclusive, or not more than 8.5 hours per day. A shift allowance of (See appendix) per shift worked shall be paid. A crib break of 20 minutes shall be allowed and paid for.

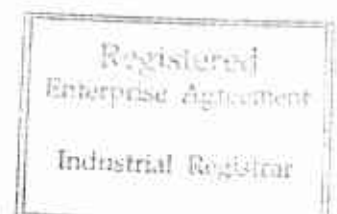
- (xi) *Weekend Penalty Rates*
 - (a) Any shift worker engaged in any of the classes of work named in paragraphs (a), (b), (c), (d) of subclause (i) of this Clause and who is required to work a regular roster which includes Saturday and/or Sunday work, shall be paid as follows: -
 - (1) For all time worked on Saturdays during the hours of such roster at the rate of time and one half.
 - (2) For all time worked on Sundays during the hours of such roster at the rate of double time.
 - (b) The extra rates provided for in this subclause shall be in substitution for and not additional upon the shift work allowances provided for in paragraph (d) of subclause (iii) and paragraph (b) of subclause (iv) and subclauses (v), (vi) this clause.
 - (c) Any shift worker engaged on a regular roster, who is required to work on a public holiday, shall be paid one day's pay plus a half in addition to his ordinary rate of pay for one day or shift.



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The extra rates provided for in this subclause shall be in substitution for and not additional upon the shift work allowances.

- (d) **Holidays that Occur on a Shift that is Rostered-Off**
When a holiday, as prescribed by Clause 14. Holidays, of the Local Government (State) Award 1997, occurs on a day on a roster cycle on which the shift worker is rostered off, while employed on a seven day a week roster, the shift worker shall be paid a day's pay at ordinary rates in addition to his weekly rate of pay for such holiday.
- (xii) (a) A day worker required to work shift work (not as a permanent re-appointment to a shift position) shall be paid not less than ordinary rates plus one-half for each afternoon and/or night shift worked by him which occurs in the first five afternoon and/or night shifts he/she is required to work from the date of commencing shift work and thereafter he/she shall be deemed to be a shift worker. The shift allowance shall not be paid in addition to the foregoing penalty rate.
- (b) An employee transferred to shift work at his own request or as a result of having applied for and obtained a position involving shiftwork shall not be entitled to penalty payment as prescribed by this subclause.
- (xiii) *Library Staff*
- (a) The ordinary hours for Library Staff shall be thirty-five (35) per week between the spread of hours of 8.00am and 5.30pm, Monday to Friday, with one hour break for a meal and between the spread of hours of 8.00am and 12.00 noon Saturday.
- (b) Employees may be required to work shifts outside the spread of hours prescribed in subclause (a) of this clause on any day between the hours of 8.00am and 9.00pm Monday to Friday, inclusive, and 8.00am and 12 noon Saturday, provided that such shift shall not exceed eight consecutive hours inclusive of a meal break of one hour.
- (1) A full-time Librarian, Library Officer or Library Assistant working a shift in accordance with this subclause shall be paid the sum of \$15.58 per shift actually worked with minimum payment as for three shifts.
- (2) A part-time Library Officer or part-time Library Assistant working shift in accordance with his subclause shall be paid \$15.58 per shift or part thereof.



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(xiv) *Computer Staff*

(a) **Staff on Afternoon Shift.**

An afternoon shift means a shift that finishes after 6.00pm and at or before midnight. Computer staff who work on an afternoon shift shall be paid a shift allowance of \$13.76 per shift.

(b) **Staff on Night Shift.**

A night shift means a shift that finishes subsequent to midnight and at or before 6.00am. Computer staff who work on a night shift shall be paid a shift allowance of \$13.76 per shift.

(c) **Staff on Early Morning Shift.**

An early morning shift means a shift that commences before 6.00am. Computer staff who work on an early morning shift shall be paid a shift allowance of \$13.76 per shift.

(xv) *Shift Allowance Increases*

Shift allowances detailed in this clause and expressed as money amounts shall be increased consistent with movements in the rates of pay in the Local Government (State) Award.

CLAUSE 14. Employment Categories

(i) **General**

Prior to commencing employment, any person who is to be an employee of Fairfield City Council will be issued with a letter of employment which will clearly set out the nature of the employment contract within the employment categories detailed in the sub-clauses below.

(ii) **Full-time Permanent Position**

A full-time permanent position is one listed on the staff establishment as such and on the departmental organisation chart which requires a person to fill it for 35 or 38 hours per week (as specified in the Award) and which will be of an ongoing nature.

(iii) **Part-time Permanent Position**

A part-time permanent position is one listed on the staff establishment and on the departmental organisation chart which requires a person to fill it on a regular basis for a lesser number of hours per week than if the position was a "full-time" position. The number of hours per week may vary by agreement but must not fall below the minimum number set for the week. Permanent part-time positions will be of an ongoing nature. A part-time employee will be entitled to the same employment conditions as a full-time employee but on a pro-rata basis.

(iv) **Job Share Position**

Job sharing is a form of part time employment where more than one employee shares all the duties and responsibilities of one position. The terms and conditions of Clause 18 of the Local Government Award, 1997, and as amended from time to time, shall apply to job share positions.

(v) **Temporary Employment**

Temporary full-time and temporary part-time positions are available for a defined period of time, but not exceeding twelve (12) months. The period of time must be included in the employment letter and clearly indicate a commencement date and a finishing date and the reason for the temporary employment. A temporary full-time employee will be entitled to the same employment conditions as a full-time permanent employee. A temporary part-time employee will be entitled to the same employment conditions as a full-time permanent employee but on a pro-rata basis. The number of hours worked per week by a temporary part-time employee may vary by agreement but must not fall below the minimum number set for the week.

(vi) **Casual Employment**

The terms and conditions of Clause 17 of the Local Government (State) Award, 1997, and as amended from time to time, shall apply to casual employment with the exception that:

- (a) A casual employee shall mean an employee engaged on a day-to-day basis without expectation of employment being regular or ongoing. A casual employee shall not replace an employee of Council on a permanent basis and cannot be employed for more than three (3) consecutive months.
- (b) A casual employee shall be paid a twenty percent loading on the ordinary hourly rate with no penalty to be attached to this loading.

CLAUSE 15. Hours of Work

- (i) The hours of work for all employees working 35 hours per week at the date of signing of this Agreement will remain at 35 hours per week and for all employees working 38 hours per week at the date of signing this Agreement will remain at 38 hours per week.
- (ii) The spread of ordinary hours of work may be worked within a 24 hour spread Monday to Sunday with any variation to the ordinary hours of work from 6.00 am to 6.00 pm Monday to Friday to be agreed.
- (iii) Any work outside the 12 hours spread (6.00 am to 6.00 pm Monday to Friday), which is not overtime, will attract shift allowance unless varied by agreement. Work on Saturdays or Sundays shall attract a penalty rate, as presently paid, except by agreement.
- (iv) No employee in Council's employment at the date of signing of this agreement will have their hours of work or days of work, or payment changed by compulsion. Any changes to the spread of hours of work and days of work will only occur by agreement and without duress.
- (v) Where Council requires a change to the span of working hours and days of vacant position(s) or new position(s), this will be processed through the Consultative Committee.
- (vi) Any changes proposed to an individual employee's spread of hours and/or days of work may be agreed between Management and the employee and the terms of the agreement will be referred to the Consultative Committee for recommendation to the Council. Prior to any proposal coming before the Consultative Committee, the relevant union delegate shall have advance notice of the proposal and have a reasonable opportunity to discuss the matter with the relevant employee(s) directly or indirectly affected by the proposal. The final agreement shall be reduced to writing and signed by the employee, the Division Manager, the Consultative Committee Chairperson and the union delegate and attached to the employee's personal file. The agreement is to cover the individual employee and not the position on an ongoing basis.
- (viii) Where a system of flexible working hours operates, starting and finishing times can be negotiated which provide flexibility for employees but should also ensure service availability and standards are not compromised. Any such arrangement shall be subject to a regular review of hours to ensure that overtime payments are paid.
- (ix) Where a rostered day off system operates, the taking of rostered days off may be varied by agreement, providing service/job efficiency and effectiveness is not affected.

CLAUSE 16. Overtime

Overtime will be payable in accordance with the terms and conditions set out in Clause 13A of the Local Government (State) Award, 1997 and as varied from time to time with the exception that:

- (i) By agreement between the employee and Management, where overtime is worked, the ordinary hours may be extended by the period of overtime and the ordinary working hours reduced in the next or subsequent working days by an equivalent amount.

CLAUSE 17. Concessional Leave

- (i) Persons employed by Council at 12 September, 1995 will be entitled to 4 days concessional leave with the exception that part time and job share employees shall be entitled to such leave on a pro rata basis of the regular hours worked.
- (ii) Persons employed by Council after 12 September, 1995 will be entitled to 1 day concessional leave with the exception that part time and job share employees shall be entitled to such leave on a pro rata basis of the regular hours worked.
- (iii) Council will close down after half-day service on Christmas Eve. This will account for a ½ day from the concessional leave entitlements. Employees required to work this half day are entitled to take the time off at any other period, subject to service/job efficiency and effectiveness not being affected.
- (iv) Casual employees are not entitled to concessional leave.

CLAUSE 18. Long Service Leave

- (i) Employees of Council will be entitled to Long Service Leave as provided for in the Local Government (State) Award, as amended from time to time and the Local Government (Electricians) State Award as amended from time to time. Long Service leave accruals shall be shown on the employee's pay slip.
- (ii) Long Service Leave will be available to be taken on a pro rata basis after five (5) years service with Fairfield City Council or paid pro-rata on termination after 5 years service with Fairfield City Council providing that termination is for any reason other than serious misconduct.
- (iii) Where the Awards to be read in conjunction with this Agreement require that Long Service Leave accruing on or after 23 June, 1988 is to be taken within five (5) years of it falling due, this will apply only to employees commencing in the industry after 12 September, 1995.

CLAUSE 19. Parental Leave

- (i) Parental leave of up to 12 months will apply as contained in the New South Wales Industrial Relations Act, 1996.
- (ii) Parental leave is available after 12 months continuous service with Council.
- (iii) An employee on unpaid parental leave may return to work with the Council on a temporary, part-time or job share basis prior to the completion of the parental leave without breaking the period of leave.
- (iv) An employee, other than a casual employee, shall be entitled to use up to 10 days of any current or accrued sick leave entitlement for absences in accordance with sub-clause (i).
- (v) The use of sick leave for the purpose of this clause shall not be taken into account when disciplinary action is being considered in relation to the employee's sick leave record.

CLAUSE 20. Religious Days Leave

- (i) To enable staff to fulfil religious obligations which fall on days not presently designated as public holidays, Council will allow staff, where possible, to take either accrued paid leave entitlements or special leave without pay as religious observance days in the faith followed by the employee.
- (ii) Sufficient notice by way of a leave application must be given to Management of such leave to ensure continuity of service to customers is not affected.

CLAUSE 21. Other Special Leave

(i) **Jury Duty**

An employee required to attend jury service will be reimbursed by the Council under the terms and conditions set down in Clause 15E (i) of the Local Government (State) Award 1997, as amended from time to time, with the exception that the reimbursement shall include any regular and/or daily allowance payable had the employee attended work.

(ii) **Repatriation**

An employee who attends medical visits due to war caused disabilities accepted by the Department of Veteran Affairs shall be entitled to leave of absence with a maximum of six (6) days per service year.

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(iii) **Extenuating Circumstances**

Council may grant special leave with pay upon application and under conditions, where extenuating circumstances or an emergency situation would warrant such consideration being given.

(iv) **Natural Disasters**

Special leave with pay may be granted for employee(s) unable to attend work as a result of natural disasters.

(v) **Industrial Relations Training**

An employee who has been sponsored by the union to attend a course of training conducted by, or with the support of the Trade Union Training Australia Inc, shall be entitled to paid leave of absence to attend such a course provided that Council shall not be called upon to pay more than twenty (20) days leave per calendar year irrespective of the number of Council's employees who attend abovementioned courses.

(vi) **Military Leave**

Employees will be allowed leave of absence to attend defence force obligations.

Leave of absence for ten (10) working days will be granted in any one (1) year and the Executive Manager may approve additional leave to the extent of a further ten (10) days per year where special circumstances warrant the granting. This additional period of leave may be taken from other paid leave (including sick leave).

The Council will make up the difference in pay between the employee's normal pay (including regularly received allowances) and the amount of pay granted as a member of the defence force.

Military leave granted is in addition to other paid leave and in no way affects or relates to annual leave. Payment will be made to employees required to attend defence force obligations upon presentation of proof of such attendance.

CLAUSE 22. Union Picnic Day

- (i) Union Picnic Day shall, for the purposes of this Agreement, be regarded as a public holiday that is only available to employees who can produce the butt of the picnic ticket issued by the appropriate union.

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- (ii) Where an employee with a picnic ticket is required to work on this day, the employee shall be paid double time and a half inclusive of payment for the day with a minimum payment of four hours worked.

CLAUSE 23. Sick Leave

(i) **Sick Leave Entitlements**

The terms and conditions of Clause 15 of the Local Government (State) Award, 1997, as amended from time to time, shall apply, with the exception of the following:

- (a) Employees who, at any time prior to 15 February, 1993 received 27.5 days sick leave per year, will receive 20 days sick leave per year.
- (b) Employees who, at any time prior to 15 February, 1993 received 20 days sick leave per year, will receive 15 days sick leave per year.
- (c) Employees who commenced employment with Council between 15 February, 1993 and 12 September, 1995 will receive 20 days sick leave per year.

(ii) **Proof of Illness**

- (a) Proof of illness to justify payment will be required for each absence of more than 2 days.
- (b) For periods of 2 days or less, employees are only required to provide proof of illness after the third such absence during each service year.
- (c) Isolated absences of less than 4 hours duration shall not be counted as a separate period for the purposes of providing proof of illness.
- (d) Where sick leave, as prescribed herein, has become exhausted, the Council may grant such additional sick leave as in its opinion, the employee's service and/or record may warrant. Such additional sick leave shall be sought for periods in excess of one (1) week.
- (e) Proof of illness shall include certification from a qualified medical or health practitioner registered with the appropriate government authority or a statutory declaration. A statutory declaration shall be acceptable as proof of illness for periods of absence of 3 days or less only and shall be in the required legal form.

CLAUSE 24. Attendance Productivity Payment

- (i) Consistent with the aims of this Agreement to provide quality based customer service and to improve productivity, the parties recognise that achieving high levels of attendance makes a fundamental contribution towards these aims.
- (ii) To provide an incentive for employees towards these aims, an attendance productivity payment will be introduced.
- (iii) The attendance productivity payment will only apply to employees in Council's employment at 15 February, 1993 and will be available on the basis of untaken sick leave available from an employee's sick leave entitlements. Untaken sick leave will be accumulated from year to year for cashing in purposes on termination of employment except where the employee is terminated by Council for serious misconduct.
- (iv) Accumulated untaken sick leave will be paid on termination as follows:
 - (a) On completion of five (5) years continuous service, 50% of untaken accumulated sick leave.
 - (b) On completion of ten (10) years continuous service, 100% of untaken accumulated sick leave.
- (v) For the purpose of calculating the cash value of all accumulated untaken sick leave in this Clause, sick leave entitlements transferred from other Councils shall not be included.

CLAUSE 25. Pay Period

- (i) Employees will be paid fortnightly on a Thursday by electronic funds transfer into an account nominated by the employee.
- (ii) Subject to matters beyond Council's control, payment will be made to the account nominated by the employee and be available from the commencement of business on Thursday.
- (iii) Casual employees will be paid weekly on a Thursday by electronic funds transfer into an account nominated by them.

CLAUSE 26. Service Payment

- (i) For all employees in Council's employ at 12 September, 1995, a service payment as set out hereunder will be paid in addition to an employee's rate of pay.

FAIRFIELD CITY COUNCIL ENTERPRISE AGREEMENT

(ii) **Salaried Staff**

\$1.00 per week upon commencement of employment with a further \$1.00 per week to be paid after each year of satisfactory service up to a maximum of \$25.00 per week.

(iii) **Wages Staff**

On commencement of employment, a further	\$1.00.
On completion of 1 years service, a further	\$1.00
On completion of 2 years service, a further	\$1.00.
On completion of 3 years service, a further	\$1.00.
On completion of 4 years service, a further	\$4.00.

With a further \$1.00 on completion of the eighth and subsequent years to a maximum of \$25.00.

CLAUSE 27. Retirement Benefits

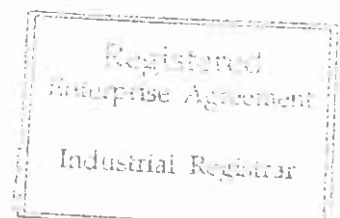
- (i) An employee who retires after twenty (20) years service with Council shall receive on retirement, a benefit of \$1,000 gross, which may be taken as cash (less tax), or rolled into superannuation.

CLAUSE 28. Bereavement Benefit

- (i) In the event of the death of an employee who has completed 10 years of service with Council, Council shall pay an amount of \$1,500 to the employee's next of kin, or as appropriate, in addition to other entitlements.

CLAUSE 29. Early Start Allowance

- (i) Employees who are required to travel to temporary work sites within the Fairfield Local Government Area prior to their normal sign-on time will be paid an allowance of \$5.00 per day for each day worked to cover the cost of fares and travelling time. This allowance will be paid to non-supervisory employees in the following sections who are required to start on the job at the commencement of normal working hours:
- Parks and Gardens
 - Engineering Works
 - Building Trades
- (ii) All reasonable out-of-pocket and travelling expenses incurred by other employees in the discharge of their duties shall be paid by Council. The method and mode of travelling shall be mutually arranged between the Council and the employee.



- (iii) Where the employee supplies their own motor vehicle in accordance with subclause (ii) above, they shall not be paid less than the rate as outlined in the appropriate Award.
- (iv) The allowance specified in subclause (i) shall be increased in accordance with Local Government (State) Award increases.

CLAUSE 30. Grievance and Dispute Procedures

- (i) Grievances and disputes shall be addressed consistent with Clause 24. Grievance and Dispute Procedures of the Local Government (State) Award 1997 as amended from time to time.

CLAUSE 31. Abandonment of Employment

- (i) Employment is considered abandoned if an employee fails to report to work after five (5) days' absence without prior approval or notice or contact with the supervisor having occurred.
- (ii) After the third day of an absence as described above, the Council will take all necessary steps (eg telephone calls to last known address, issue of letter to be delivered to last known address, persons visit to last known address), to ascertain the reason for the absence.
- (iii) Should, after taking the action set out above, the reasons for the non attendance and any proposed return to work date not be able to be ascertained, the employee will be considered to have abandoned their employment.
- (iv) A letter advising the employee that their employment is considered to be abandoned, will be delivered by a Council officer on the sixth working day after the absence commenced to the employee's last known address.
- (v) Should, through some reason such as misadventure or other special circumstances, it be brought to Council's attention that it was not possible for the employee to be contacted or for the employee to communicate their absence within the five (5) day period, then the employee, subject to the acceptance by the Department Head of the reasons for the non attendance, will be re-instated to their position. This provision will not apply to circumstances where the unexplained absence has been in excess of one month.

CLAUSE 32. Termination of Employment – Direct Reports

The terms and conditions of Clause 27 of the Local Government (State) Award, as amended from time to time, shall be varied as follows for employees reporting directly to Executive Managers:

- (i) Direct report employees shall give Council four (4) weeks notice of their intention to terminate their employment where such period of notice is stated in their letter of appointment or contract. If no such notice is provided, Council shall be entitled to deduct pay equivalent to the required notice from the direct report employee's termination pay.
- (ii) A shorter period of notice may be agreed between the direct report employee and Council.
- (iii) Council shall give four (4) weeks notice of termination or payment in lieu thereof to the direct report employee. This period of notice shall be increased to five (5) weeks in cases where the employee is 45 years of age or over and has five (5) years service with Council.

CLAUSE 33. Work from Home or Alternative Locations

- (i) The parties agree that there is an increased need to respond to work requirements in an innovative manner. Working from home or alternative locations may provide an opportunity to simultaneously increase productivity and create greater flexibility in working hours.
- (ii) The parties agree to work co-operatively to establish a detailed policy consistent with the procedures identified in Clause 12 of this Agreement to address the range of issues which are required to ensure working from home, or an alternative location, occurs in a safe and effective manner.

CLAUSE 34. Redundancy and Redeployment

- (i) The parties agree to work cooperatively to develop a detailed policy, consistent with the procedures identified in Clause 12 of this Agreement, for outplacement service for employees terminated in accordance with Clause 28 of the Local Government (State) Award, as varied from time to time.



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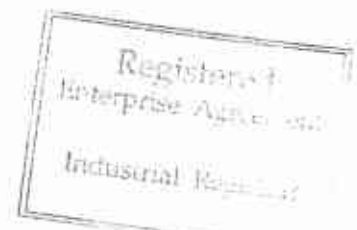
- (ii) The terms and conditions of Clause 28 of the Local Government (State) Award, as varied from time to time, shall apply with the exception that the severance pay entitlements in sub clause 28 (vi) (b) be varied to provide for all employees to receive the following entitlements:

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 beyond	20 weeks pay and 2 weeks pay for each additional years service up to a maximum of 6 weeks pay

- (iii) In addition to the severance payments identified in sub clause (ii) above, an employee shall be entitled to participate in the outplacement program as detailed in Council's Outplacement Service Policy.
- (iv) Participation in Council's Outplacement Service Program shall only be available to an employee within a period not exceeding 6 months after the date of termination of employment.
- (v) In exceptional situations, the Council may consider the special circumstances of the employee and either provide additional outplacement assistance above that set out in the Policy and/or extend the period of participation in the program to a maximum of 12 months after the date of termination of employment.

CLAUSE 35. Occupational Health & Safety

- (i) The parties agree to establish a Task Force, reporting to the Occupational Health and Safety Committee, to investigate appropriate measures to reduce the incidence of needle stick injuries in the workplace.
- (ii) The parties agree that the Task Force will review the existing procedures for safe handling of needles/syringes and develop a policy for adoption by the Occupational Health & Safety Committee.



FAIRFIELD CITY COUNCIL ENTERPRISE AGREEMENT

(iii) The parties agree that the Task Force is to be comprised of:

(a) representatives of the following organisations:

1. Federated Municipal and Shire Council Employees Union of Australia (NSW Division),
2. Environmental Health and Building Surveyors' Association of NSW,
3. Local Government Engineers Association of NSW, and
4. Electrical Trades Union of Australia, NSW Branch.

(b) representatives from Council senior management

(c) an independent expert in this field

(d) a representative from Work Cover


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

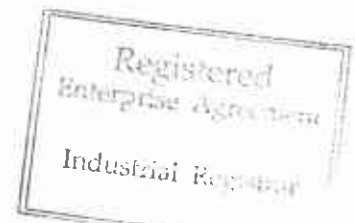

City Manager


Witness

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


General Secretary


Witness



FAIRFIELD CITY COUNCIL ENTERPRISE AGREEMENT

SIGNED on behalf of the)
ENVIRONMENTAL HEALTH AND)
BUILDING SURVEYORS' ASSOCIATION))
OF NEW SOUTH WALES)
in the presence of)

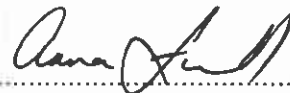


Secretary



Witness

SIGNED on behalf of THE)
LOCAL GOVERNMENT ENGINEERS')
ASSOCIATION OF NEW SOUTH WALES))
in the presence of)

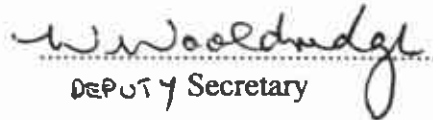


Industrial Officer



Witness

SIGNED on behalf of THE)
ELECTRICAL TRADES UNION OF)
AUSTRALIA, NEW SOUTH WALES)
BRANCH)
in the presence of)



DEPUTY Secretary



Witness

