

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/143

**TITLE:** Waverley Council Enterprise Agreement

**I.R.C. NO:** IRC5/1661

**DATE APPROVED/COMMENCEMENT:** 15 April 2005 / 22 March 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA97/71.

**GAZETTAL REFERENCE:** 1 July 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees (does not cover Senior Staff) employed by Waverley Council located at Cnr Paul Street and Bondi Road, Bondi Junction NSW who fall within the coverage of Local Government (State) Award 2004.

**PARTIES:** Waverley Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales

# WAVERLEY COUNCIL CONDITIONS ENTERPRISE AGREEMENT

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### 1. Title and Intention of the Parties

This Enterprise Agreement shall be known as the Waverley Council Enterprise Agreement.

This Enterprise Agreement is made in accordance with:

- a) the provisions of sections 29 to 47 of the Industrial Relations Act 1996; and,
- b) the Principles for approving enterprise agreements as provided by section 33(1) of the Act.

## 2. The Parties

The Parties to this Agreement are

Waverley Council (referred to as Council)

and on behalf of employees eligible to be members

the Development and Environmental Professionals' Association of New South Wales (referred to as D.E.P.A)

## 3. Duress

This agreement was not entered into under duress by any party to it.

## 4. Duration and Purpose

### 4.1 Duration

This Agreement shall come into effect from 22 March 2005 and shall remain in force for a period of 3 years unless varied or terminated earlier under the provisions provided by the *Industrial Relations Act 1996*.

### 4.2 No extra claims

No extra claims will be made during the life of the agreement.

### 4.3 Anti-Discrimination

Award Clause 3 - Anti-Discrimination will apply to this agreement.

### 4.4 Purpose

The purpose of this agreement is to provide the basis for determining some pay, leave and other conditions in the areas addressed by the Agreement.

### 4.5 Application

This Enterprise Agreement applies to all Award employees who are members, or eligible to be members, of DEPA. Some conditions apply to only certain categories of employees as indicated below.

Categories Of Employees	Applicable Clauses
Permanent Employees	All clauses applicable to permanent employees, with effect from the date of becoming a permanent employee, or the date of this Agreement commencing effect, whichever is later (unless stated otherwise in the body of this Agreement).
Temporary Employees	All clauses applicable to temporary employees, except clauses 9.4 and 11.2 with effect from the date of becoming a temporary employee (or the date of this Agreement commencing effect, whichever is later).
Regular & Systematic Casuals	Clauses 1 to 8, 9.3, 9.5, 11.5, and 13 are applicable to regular & systematic casual employees, with effect from the date of becoming a regular & systematic casual employee (or the date of this Agreement commencing effect, whichever is later).
Other Casuals	Clauses 1 to 8, 9.5, and 13 are applicable to all casual employees, with effect from the date of becoming a casual employee.

The only leave provision that will apply to casuals is maternity leave for Regular and Systematic Casuals. No other leave provisions will apply to any casuals.

Except in relation to clauses 9.1 (which has its own criteria), 11.1 and 11.4, access to the package of conditions in this Agreement is subject to employees' passing their most recent annual Skills and Performance Assessment each year and meeting other criteria as outlined in individual clauses of this Agreement. In the event that an employee does not meet any relevant criterion, the employee will still be entitled to any equivalent minimum Award conditions, but will not be eligible for the enhanced benefits provided under this Agreement. For instance, an employee who does not pass his or her annual Skills and Performance Assessment will not, in the subsequent year, be entitled to the enhanced Disability Allowance under clause 9.5 of this Agreement, but will be entitled to any lower applicable Disability Allowance provided by the Award.

### **5. Relationship to Award, Agreements and Policies**

The Local Government (State) Award and existing Agreements and council policies, including Council's Pay Policy, shall continue to apply. Council policies do not form part of and are not incorporated into this agreement.

This Agreement shall not affect the payment of Award based increases and there shall be no absorption of such increases for the purposes of this Agreement. In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency. Where this Agreement is silent the Award shall prevail.

In the event of any inconsistency between this Agreement and any other Agreement, this Agreement shall prevail to the extent of the inconsistency, unless otherwise stated.

### **6. Principles**

The parties to this Agreement are committed to identifying and implementing strategies to:

- improve customer service
- make measurable improvements in productivity
- improve flexible work practices.

### **7. Grievance and Dispute Resolution Procedures**

Award Clause 30, Grievance and Dispute Procedures will apply to any disputes in relation to this agreement.

### **8. Definitions**

Agreements	refers to all operational Waverley Council Enterprise Agreements and Council Agreements that apply to particular employees.
Award	shall mean the Local Government (State) Award as amended.
Base rate of pay	refers to the amount payable to that employee for their classification under Council's Pay Policy. This excludes all allowances.
Employee	means full-time, part-time, regular & systematic casuals and other casual employees of Waverley Council paid through Council's pay system employed under the Award. Conditions for part-time and casual employees are limited to hours rostered to work and are provided on a pro-rata basis or as otherwise specified in individual clauses. Employee does not include those employed through labour hire firms or contractors.
Regular & Systematic Casual	casual employees with at least 1 year's continuous service with Waverley Council who have worked an average of 14 hours per week over a year and worked some

	hours in at least 40 weeks of the year. Continuity of service for a casual employee is broken by breaks in employment of 3 months or greater, excluding absences related to parental or maternity leave of absence. Provisions for these employees apply during the life of this agreement and are not retrospective.
Sick Leave Bank A	sick leave accrued after 15 February 1993 for which employees are not paid out on termination or at any other time.
Sick Leave Bank B	sick leave accrued up to 15 February 1993 and such supplementation of the accrual which has occurred under previous Council Agreements and this Agreement, the balance of which an employee is entitled to be paid out on termination of service with Council subject to the conditions of Clause 11.2 of this Agreement.
Sick Leave Bank C	sick leave transferred from Sick Leave Bank A in accordance with clause 11.2 of this Agreement, which may be paid out prior to termination.
Sick Leave Year	from one sick leave accrual date to the next.
Sick leave accrual date	the anniversary date of commencement with Waverley Council as a permanent or temporary employee provided continuity of service has been maintained.
Sick Leave Anniversary Date	the anniversary date of commencement with Waverley Council as a permanent or temporary employee provided continuity of service has been maintained.
Year	a calendar year from 1 January to 31 December.

## **9. Pay Provisions**

### **9.1 Service Margin**

In addition to the rates of pay prescribed by Council's pay policy, Council shall pay to each employee during the life of this Agreement the percentage service margins prescribed in this clause. The percentage increases shall be applied to the ordinary time earnings for the employee for all purposes and for the calculation of Award or statutory entitlements, or entitlements conferred pursuant to the terms of this Agreement.

- (i) After five (5) years of continuous service an additional amount equal to 1% of the appropriate minimum rate prescribed by Council's Pay Policy.
- (ii) For every additional five (5) years of continuous service a further amount equal to 1% of the appropriate minimum rate prescribed by Council's Pay Policy.

In order to receive any future service margin increases, an employee must receive a satisfactory skills and performance assessment in each year of the relevant five year period, and must not be subject to disciplinary action in that period. Each year in which an employee receives, or received, an unsatisfactory skills and performance assessment, or in which the employee is, or was, subject to disciplinary action, will defer the service margin increase by one year.

The maximum service margin for any employee will be 5%. The exception is employees who are in receipt of a service margin in excess of 5% as at 1 January 2005. Such employees will have their service margin maintained at the rate applicable as at 1 January 2005 although the rate will not be increased after that date.

No casual employee (whether a Regular and Systematic Casual or not) is entitled to receive a service margin

## 9.2 Bondi Pavilion Penalty Allowance

The parties agree that Bondi Pavilion Penalty Allowance shall be the subject of negotiations for inclusion in a separate agreement.

## 9.3 Fixed Roster Public Holiday Arrangements

The Award provides for employees on rotating seven-day week rosters who are rostered off on the day a public holiday falls, and who do not work on the public holiday, to receive either time in lieu of overtime for the day or an ordinary day's pay. This arrangement is extended to permanent and temporary employees whose regular days off in the week fall on fixed weekdays not the weekend.

## 9.4 Gratuity Bank

A Gratuity Bank will apply to employees employed by Council prior to 6 January 1997, who have maintained continuous service since that date. These arrangements completely supersede gratuity payment arrangements in the previous Conditions Enterprise Agreement. Employees engaged on or after 6 January 1997 will not be entitled to any Gratuity Bank regardless of the period of subsequent service by the employee.

Employees with less than 10 years' continuous service

On approval of this Agreement, each eligible employee with less than 10 years of continuous service will be credited with one week for each full year of service achieved prior to the date this Agreement commences effect. This credit will be made to Gratuity Bank 1. No further credits will be made for such employees.

Employees with 10 or more years, but less than 19 years' continuous service

On approval of this Agreement, each eligible employee with 10 or more years, but less than 19 years of continuous service will be credited with a number of weeks determined by multiplying their full years of service achieved prior to the date this Agreement commences effect by one tenth of that figure (eg 17 years of continuous service would be multiplied by 1.7 for a total credit of 28.9 weeks). This credit will be made to Gratuity Bank 1. No further credits will be made for such employees. No pro rating will occur for part years of service. However, an employee who has, as at the date this Agreement commences effect, served nine or more months of continuous service since his or her last anniversary date, will be deemed to have served a full extra year for the purpose of determining credits under this clause (for instance, an employee with 16 years and 10 months of continuous service will be deemed to have 17 years continuous service for a total credit of 28.9 weeks).

Employees with 19 or more years' continuous service

On approval of this Agreement, each eligible employee with 19 or more years of continuous service must chose between the following alternatives:

- (a) to be credited with two weeks for each full year of service achieved prior to the date this Agreement commences effect, with this credit to be made to Gratuity Bank 1 and no further credits being made for such employees; or
- (b) to be credited with two weeks for each full year of service achieved prior to the date of this Agreement commences effect, with this credit to be made to Gratuity Bank 2 and the employee also being eligible for a further credit to Gratuity Bank 2 of two weeks for each further full year of satisfactory service.

Employees must notify Council in writing of their election within one month of this Agreement commencing effect. Once made, elections are irreversible. An employee will be deemed to have elected option (a) if no written notice is received from that person within the relevant period.

## Gratuity Bank 1

An employee who has achieved at least 15 years of continuous service may access any Gratuity Bank 1 credits to his or her name by taking them as paid leave (although the timing of any such leave must be agreed with Council), provided that the employee passed their most recent annual Skills and Performance Assessment and was not subject to disciplinary action in the previous year.

### Gratuity payments on termination

On termination, an eligible employee with outstanding credits under any of Gratuity Banks 1 or 2 is entitled to have those credits paid at the employee's ordinary time rate of pay as at the termination date, provided that the termination occurs in the following circumstances:

termination for any reason (other than misconduct) after 15 or more years of satisfactory service;  
or

Retirement by an employee aged 55 or over who has achieved 10 or more years of satisfactory service.

If termination occurs in any other circumstances, then any credits will be lost without payment.

## 9.5 Disability Allowance

From the first pay period after commencement of this Agreement, Council will pay the disability allowance set out from time to time in subclause 13(i) and Table 2 of Part B of the Award to any employees engaged in, and performing the work of, the following positions:

Parks Maintenance Officer  
Bondi Beach Parks, Team Leader  
Bondi Beach Parks, Labourers  
Bondi Beach Parks, Gardener  
Marks Park, Gardener  
Coastal Walk, Labourer  
Tamarama Park, Leading Hand  
Tamarama Park, Labourer  
Bronte Park, Team Leader  
Bronte Park, Labourers  
Plant Operator - Beach Cleaning  
Public Places Cleansing, Team Leader  
Public Places Cleansing, Casual Labourers

The benefits under this clause replace any right to a lower disability allowance under the Award for positions listed above. However, this clause is not intended to affect the continuing payment of disability allowance under subclause 13(i) and Table 2 of Part B of the Award to any employee who has a right to that allowance under the Award.

## 10. Attendance Provisions

### 10.1 Flexible Working Hours

The existing flexible working hours system for each employee, or section, at the time of making this Agreement shall be continued. Any alterations to current flexitime shall occur through consultation and agreement with the employee(s) concerned consistent with the provisions of the Award.

Employees requested to work their normal rostered day off shall be given, as far as is reasonably practical, at least 2 days' notice.

## 11. Leave Provisions

Employees taking leave must complete the appropriate leave application within Council's required timeframe and provide any required supporting documentation to be eligible for payment of such leave.

### 11.1 Sick Leave

Sick leave shall accrue and be taken consistent with the provisions of the Award. Where an employee has a period of leave without pay, sick leave accrual will be on a pro rata basis and there will be no effect on the sick leave anniversary date.

Employees must provide a medical certificate:

for any absences longer than 2 days' duration; and

after 3 days' accumulated uncertified absence on sick and/or carers leave in any 3 month period.

If a leave form is not completed and/or a medical certificate is not provided within 1 week of return to work from a sick leave absence, the period of absence will be unpaid.

### 11.2 Paid Out Sick Leave

The arrangements set out in this clause completely supersede productivity benefit arrangements in the previous Conditions Agreement. For the purpose of this clause, an "eligible employee" means an employee who was employed by Council prior to 15 February 1993, who has maintained continuous service since that date and who did not elect to take Career Related Training Leave under clause 18 of the previous Conditions Agreement.

#### Sick Leave Bank B

On approval of this Agreement, each eligible employee who has, over the period since his or her last anniversary of commencement, taken less sick leave on a pro rata basis than the organisational average for 2004, will receive a pro rata Sick Leave Bank B credit equal to that proportion of 15 days which the employee's period of service since the last anniversary day bears to a year. No further credits will be made to any employee's Sick Leave Bank B balances (except in accordance with the "refillability" provisions of this clause).

On termination for any reason other than misconduct, an eligible employee is entitled to be paid his or her Sick Bank B credits at the employee's ordinary time rate of pay as at termination. Should the employee's ordinary time rate of pay have varied over the three (3) months prior to termination, an average of the rate for this period will be used. In the event of the death of an eligible employee, the relevant payment will be made to his or her estate.

#### Sick Leave Bank C

Each eligible employee may transfer three weeks' sick leave from Sick Leave Bank A to Sick Leave Bank C for each full calendar year of satisfactory service between 1 January 1993 and 31 December 1996, subject to the following conditions:

no sick leave credits can be transferred in respect of any calendar year in which the employee took more than eight days' sick leave;

no eligible employee can transfer more than nine weeks of sick leave credits; and

no eligible employee can transfer more credits than he or she has as at the date this Agreement commences effect.

In determining entitlements under this clause, a "year of satisfactory service" means a year in which the employee received a satisfactory skills and performance assessment.



Council will transfer the maximum possible credits for each eligible employee, unless advised that any particular employee only wishes to transfer a lesser amount. Any election to opt out of Sick Leave Bank C or transfer a lesser amount of credits must be received by Council by 31 May 2005.

An eligible employee with Sick Leave Bank C credits may apply to Council for some or all of those credits to be paid out at a frozen rate equal to the employee's ordinary time rate of pay as at the date this Agreement commences effect. Council will determine the procedures for the making and timing of such applications. Over each of the first three years following approval of this Agreement, Council is not obliged to cash out more than \$200,000 per annum in total Sick Leave Bank C credits. If the total value of all applications exceeds \$200,000 per annum, Council will determine the criteria to select which applicants will be granted, and the extent to which this will occur. Any disputes will be dealt with through the normal grievance procedures.

If any employee has outstanding Sick Leave Bank C credits at the end of three years after approval of this Agreement, then (subject to earlier termination of employment) Council must pay out those credits by the end of the fourth year after approval regardless of the total amount of Sick Leave Bank C credits payable in that year. Any such payments will be made at the employee's ordinary time rate of pay as at the date this Agreement commences effect.

On termination for any reason other than misconduct, an eligible employee is entitled to be paid his or her outstanding Sick Bank C credits at the employee's ordinary time rate of pay as at the date this Agreement commences effect. Payment of these credits will be included in calculating the maximum value of all applications for that year. In the event of termination for misconduct, any outstanding credits are lost.

#### Taking of future sick leave

Any sick leave taken by an eligible employee after the date this Agreement commences effect will be deducted first from Sick Leave Bank A, then from Sick Leave Bank C and finally from Sick Leave Bank B, as each bank is exhausted.

#### "Refillability" of Sick Leave Bank B

An eligible employee's Sick Leave Bank B is made up of all remaining sick leave accrued prior to 15 February 1993, together with supplemented amounts under the previous Conditions Agreement and this Agreement, but less any sick leave taken from that Bank.

It is possible that an eligible employee's Sick Leave Bank B balance may have fallen, or may in future fall, below their sick leave balance as at 15 February 1993. If so, an eligible employee will be entitled to use any other sick leave credits available to them at the time of cessation of employment to "refill" their Sick Leave Bank B to the level of their sick leave balance measured in days, or part days, as at 15 February 1993, subject to the following conditions:

an eligible employee who has elected to take a transfer from Sick Leave Bank A to Sick Leave Bank C will only be entitled to refill their Sick Leave Bank B in the event of cessation of employment with Council for reason of death, or ill-health in circumstances where Council is satisfied that such that ill-health renders the employee unable to perform the duties of his or her appointed role. Eligible employees who have elected to take a transfer from Sick Leave Bank A to Sick Leave Bank C will not be able to refill their Sick Leave Bank B if their employment comes to an end for any other reason;

an eligible employee who is not entitled to, or chooses not to take, a transfer from Sick Leave Bank A to Sick Leave Bank C will be entitled to refill their Sick Leave Bank B in the event of cessation of employment with Council for any reason other than misconduct.

### 11.3 Carer's Leave

Carer's Leave may be taken consistent with the provisions of the Award. In addition to the provisions of the Award, Council will allow carer's leave to be taken to provide care for a significant other.

A significant other is a person with whom a genuine close relationship can be substantiated. Such close relationship shall be established by letter to the Employee Services Manager, supported by the employee's manager, which details the nature of the relationship. The Employee Services Manager shall have discretion to approve, or refuse carer's leave on this evidence.

When taking Carer's Leave employees must provide a medical certificate:

for any absences longer than 2 days' duration; and

after 3 days' accumulated uncertified absence on sick and/or carer's leave in any 3 month period; and

that clearly states that the person being cared for is ill and that the illness is such that the person requires the presence of a carer for the duration of the absence; and

that substantiates the relationship between the carer and the person being cared for.

If a leave application is not completed and/or a required medical certificate is not provided within 1 week of return to work from a carer's leave absence, the period of absence will be unpaid.

### 11.4 Long Service Leave

Long Service Leave entitlements shall accrue as provided in the Award. Long Service Leave that accrues after 31 December 2001 shall be taken within 5 years of the accrual date.

Long Service Leave that accrued between 6 January 1997 and 31 December 2001 must either:

be taken within 5 years of the accrual date; OR

an employee may elect to take 4 weeks' Long Service Leave each year until they have taken all Long Service Leave accrued between 6 January 1997 and 31 December 2001. Employees who wish to make this election must do so within 3 months of the signing of this Agreement.

Long Service Leave that accrued prior to 6 January 1997 may be preserved until termination.

Employees may apply to the General Manager to seek an extension to these provisions on either compassionate or operational grounds. Any extension will be at the General Manager's discretion. Where an employee has not taken long service leave in accordance with this agreement a Director may direct the employee to take excess long service leave accrued at a time convenient to Council.

Any Long Service Leave taken prior to 31 December 2001 will be deemed to have been taken from the leave that accrued after 6 January 1997. This means that LSL that accrued prior to 6 January 1997 may remain preserved until termination.

Employees who propose to take their accrued LSL in periods greater than 1 month should provide their supervisor with at least 3 months notice.

### 11.5 Maternity Leave

Paid Maternity Leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee.

Special Maternity Leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she

suffers illness related to her pregnancy and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.

Paid Maternity Leave and Special Maternity Leave consist of an unbroken period of leave.

An employee shall be entitled to a total of 10 weeks' Paid Maternity Leave or Special Maternity Leave on full pay; or 20 weeks' Paid Maternity Leave or Special Maternity Leave on half pay subject to the provisions of Award Clause 19E. In the event that the paid maternity leave standards in the Award are varied over the life of this Agreement, Council will increase the quantum of paid maternity leave such that an eligible employee will be entitled to one week's Paid Maternity Leave or Special Maternity Leave on full pay (or two weeks on half pay) in excess of the standard prescribed by the Award. Maternity Leave and Special Maternity Leave provisions will apply to employees provided that it is not combined with an application for Long Parental Leave for Primary Care by the employee or their partner.

Where employees wish to share primary care of a newborn, Long Parental Leave provisions shall apply.

In determining the appropriate ordinary time rate of pay to be paid to a Regular and Systematic Casual while on Maternity Leave or Special Maternity Leave, an average of the weekly ordinary time payments made to that person over the six months prior to commencing leave will be used.

#### 11.6 Long Parental Leave

Long Parental Leave for Primary Care is available for employees in connection with the birth of a child, or adoption of a child less than 6 months of age. Long Parental Leave for Primary Care is not available in conjunction with a grant of maternity leave for an employee's partner.

Long Parental Leave is for the primary care of a newborn or adopted child under 6 months of age. In cases where primary care is not being provided by a birth mother, the parent applying for leave under this provision must provide evidence that they are the primary carer of the adopted or new born child. This evidence may be in the form of a medical certificate or completion of a Doctor's Declaration Form by the family doctor.

Only one parent can provide primary care for a new born or adopted child at any one time. In the case of multiple births, medical evidence must be provided to support the need for primary care from both parents.

Long Parental Leave consists of a maximum unbroken period of 6 weeks' leave at the employee's ordinary rate of pay. Where both parents are employed by Council, the maximum combined Long Parental Leave, Paid Maternity Leave and Special Maternity Leave available will be limited to the equivalent of 10 weeks' total leave on full pay (with pro rata adjustments for any Paid Maternity Leave or Special Maternity Leave taken on half pay). In the event that the maximum amount of Paid Maternity Leave or Special Maternity Leave available to Council employees is increased above the equivalent of 10 weeks of leave on full pay, then the cap under this clause will rise to the same level.

This leave shall not extend the maximum period of parental leave as prescribed by the *Industrial Relations Act 1996*. Long Parental Leave granted under this provision shall be considered as service with Council for all purposes.

#### 11.7 Short Parental Leave

Short Parental Leave may be taken by an employee in connection with the birth of their child(ren) or their adoption of a child of less than 6 months of age. Short Parental Leave consists of a maximum unbroken period of 1 week leave at the employee's ordinary rate of pay. Short Parental Leave cannot be applied for in combination with Long Parental Leave for Primary Care or Maternity Leave.

This paid leave shall not extend the maximum period of parental leave as prescribed by the *Industrial Relations Act 1996*. Short Parental Leave granted shall be considered as service with Council for all purposes.

## 11.8 Bereavement Leave

Bereavement Leave may be taken consistent with the provisions of the Award.

In addition to the Award provisions the following shall apply. Council will allow Bereavement Leave to be taken in relation to a significant other. A significant other is a person with whom a genuine close relationship can be substantiated. Such close relationship shall be established by letter to the Employee Services Manager, supported by the employee's manager, which details the nature of the relationship. The Employee Services Manager shall have discretion to approve, or refuse bereavement leave on this evidence.

In special circumstances additional Bereavement Leave may be granted up to a maximum of 1 week's leave. Such additional leave shall be at the discretion of the Employee Services Manager and will be subject to the employee passing the previous year's Skills and Performance Assessment.

If a leave form is not completed and/or satisfactory evidence of the bereavement and relationship is not provided within 1 week of return to work from a bereavement leave absence, the period of absence will be unpaid.

## 11.9 Training Leave

Employees shall, in each year of employment, be entitled to up to either:

4 days' Training Leave, or

2 days' Training Leave and Council sponsorship to an industry related Training Course up to the value of \$275.

Applications for leave under this clause must be for "industry related" training. Approvals for leave under this clause will only be available for training that will lead to furtherance of a career in local government. Applicants will be eligible for leave and/or fees to the limits noted above for training or courses relating to an applicant's current job, or training or courses undertaken to improve an applicant's chances of diversifying into a new or different career in local government.

Applications for Training Leave must clearly outline the training to be undertaken during the period of leave. Where training is to be undertaken on the job with another employer, the employee must provide evidence that they will not be receiving any payment from the other employer and that the employer will be providing Worker's Compensation cover.

Training Leave is not cumulative from year to year except where a specific course of study has been identified and a written agreement is made between the employee and the manager in respect to attendance at that course. The maximum accumulation allowable is 8 days, ie 2 years' accrual. Agreement for accumulation of Training Leave will not be unreasonably withheld.

In the event of any dispute regarding accruals or approvals, applicants will have a right of appeal to the Employee Services Manager or the General Manager.

Training Leave shall be in addition to training required of the employee by Council.

For the period up until the third anniversary of the date this Agreement commences effect, the benefits under this clause will not be applicable to employees employed with Council prior to 15 February 1993. However, from the third anniversary of the date this Agreement commences effect, employees employed with Council prior to 15 February 1993 will start accruing benefits under this clause.

## 11.10 Exam & Study Leave

Council shall provide support for an employee undertaking a course of study approved under Council's Studies Assistance Guidelines by allowing access to half a day's paid leave prior to each exam up to a limit of 6 days per year.

Council shall provide paid leave to undertake exams for a course of study approved under Council's Studies Assistance Guidelines.

#### 11.11 Industrial Days

Employees shall be entitled to 3 Industrial Days' leave in addition to their Award leave entitlements.

These additional days of leave may be used to cover the close down of any Council functions between Christmas/Boxing Day and New Year's Day. Where the function in which an employee works is not subject to close down or the employee works as a skeleton employee during this period, the leave shall be taken by 31 December of the following year. Where an employee does not take his or her Industrial Days by 31 December of the following year the leave shall be forfeited.

Should an employee be called back to work during the period of leave prescribed by this clause the call-back provisions of the Award shall apply as if the days were Award holidays.

Industrial Days may be used for any range of purposes, including:

- to supplement Annual Leave; or

- as an alternative to Carer's Leave; or

- for moving house; or

- to attend a graduation ceremony of an immediate family member or significant other (as defined under Carer's Leave above); or

- for Religious & Ceremonial Purposes.

Where an Industrial Day is taken to supplement Annual Leave, or to be used for moving house or to attend a graduation ceremony, at least 2 weeks' prior notice must be given by the employee. Industrial Days to supplement Annual Leave may only be taken on weekdays.

Where an Industrial Day is taken in lieu of Carer's Leave and prior notice is not given, the employee must provide evidence of the need for leave consistent with the Carer Leave provisions of this Agreement.

Industrial Days may be taken as a block of 3 days or as single day absences.

The taking of an Industrial Day is subject to the same leave approval requirements as Annual Leave.

#### 11.12 Concessional Leave for Child Care Centre Workers

The public contact involved in child care work and the relative difficulty of establishing a similar system of rostered time off as is in operation in other areas of Council's operations shall be recompensed by the provision of 3 days' Concessional Leave. The Concessional Leave shall be taken at the employee's discretion to ensure the well being of the employee. Concessional leave shall not accumulate and shall be taken in the year in which it falls due.

Concessional leave for child care centre workers shall be provided by Council on the following conditions:

- child care workers continue to operate a system of working hours which involves taking 1 rostered day off (RDO) in each 4-week cycle, and

- the parties to this Agreement agree that the circumstances which apply to child care workers, are unique and no precedent is established for the extension of this benefit to other areas of Council.

### 11.13 Leave for Civil Emergencies

Employees who are registered members of the State Emergency Service, Rural Fire Service, Volunteer Coast Guard, Volunteer Rescue Association or who are community service volunteers providing services under a Local Emergency Management Plan may be granted up to 5 days' leave per year to undertake emergency work during declared emergency situations.

Approval of leave will not be unreasonably withheld, provided the leave applied for does not conflict with Council's staffing needs for a response during local emergencies. In cases of dispute, decisions will be reviewed by the Employee Services Manager.

### 11.14 Religious & Ceremonial Leave

Council supports the right of all employees, regardless of religious, ethnic or cultural background, to meet their religious and ceremonial obligations.

Under this provision Aboriginal and Torres Strait Islander employees may take leave to meet their ceremonial obligations. Ceremonial obligations relate to activities associated with the death of a member of the immediate family, or extended family of the employee, or for other ceremonial obligations under Aboriginal and Torres Strait Islander laws. The extended family encompasses people with whom the employee has an 'affinity'.

Affinity means a relationship one spouse has because of the marriage to the blood relatives of the other spouse or where the employee has ceremonial obligations relating to the death of a person who is a member of the employee's cultural kinship system.

Ceremonial Leave is in addition to the entitlement to paid bereavement leave

Under this provision employees who wish to fulfil their religious obligations on days not presently designated as public holidays may take religious leave to do so. Leave for religious observance is only available for the faith followed by the employee. Employees may be requested to provide evidence of their religion and the validity of the religious obligations that they wish to observe. An employee can take leave only where Council is satisfied that the employee is genuinely required to fulfil religious obligations.

Religious or Ceremonial leave:

is without pay and does not count as service for any purpose; and

can be taken for a maximum of ten days over a two year period.

Employees may choose to take accrued Annual Leave, Special Leave or Time In Lieu of overtime as a substitute for leave without pay.

Where possible within operational constraints approval of leave shall not be unreasonably withheld. In cases of dispute, decisions will be reviewed by the Employee Services Manager.

Applications for Religious & Ceremonial Leave should where ever possible be submitted at least 2 weeks in advance of leave to be taken.

### 11.15 Military Leave

As a public employer, Council has an obligation to support activities that involve national defence and security.

Permanent employees who are members of the Defence Force Reserve may apply for military leave for the purposes of undergoing obligatory training in camp or equivalent duty. Temporary employees may be granted leave of absence without pay.

Military leave may not exceed 2 weeks in any one year. For a maximum of up to 2 weeks in any one year, Council will pay the difference between military pay and the ordinary time earnings for an employee on military leave.

When an employee requests more than 2 weeks' military leave - for attendance at camp or for other training certified as relevant by the commanding officer- Council may grant the extra time as annual leave, long service leave or leave without pay.

Applicants must provide documentary evidence which shows they are required to fulfil military commitments. They should also give a minimum of one month's notice, whether or not supporting documentation is available at that time.

Military leave counts as service for all purposes.

Casual employees are not eligible for military leave. Any absences for military leave purposes will not be considered to have broken their continuity of service.

## 12. Other Provisions

### 12.1 Access to Child Care

Starting from 1 January 2006, Council will provide up to 8 Child Care places per year in a Council Child Care Centre (currently Gardiner CCC) for the children of Council employees. The places will be available for children between the age of 0 to 3 years. Access to places will be dependent on the employee registering the child for enrolment as early in the pregnancy as possible and maintaining up-to-date contact details with the Child Care Centre. Places will be allocated based on availability and order of registration. This provision is not in addition to the 5 places provided in the Waverley Council Policy Manual for Child Care, No 4, Admissions.

## 13. Declaration

The parties declare that this Agreement has been genuinely arrived at by negotiation and without compulsion.

SIGNED on behalf of )  
WAVERLEY COUNCIL )  
in the presence of )  
\_\_\_\_\_ )  
General Manager

\_\_\_\_\_  
Witness

SIGNED on behalf of )  
UNITED SERVICES UNION )  
in the presence of )  
\_\_\_\_\_ )  
Secretary

\_\_\_\_\_  
Witness

SIGNED on behalf of )  
LOCAL GOVERNMENT ENGINEERS' )  
ASSOCIATION )  
in the presence of )  
\_\_\_\_\_ )  
Secretary

\_\_\_\_\_  
Witness

SIGNED on behalf of )  
DEVELOPMENT & ENVIRONMENTAL )  
PROFESSIONALS' ASSOCIATION )  
in the presence of )

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness