

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA 97/71

I.R.C. NO: 97/1655

DATE APPROVED/COMMENCEMENT: 16 April 1997

TERM: 3 years

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 15

TITLE: Waverley Council Conditions, Enterprise Agreement

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all full-time and part-time employees employed by Waverley Council.

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



Waverley Council



**Conditions Enterprise
Agreement**

INDEX

CLAUSE NUMBER	CLAUSE TITLE	PAGE NUMBER
1	Title and Intention of the Parties	1
2	The Parties	1
3	Duress	1
4	Duration	1
5	Definitions	1
6	Relationship with the Award	2
7	Principles	2
8	Council's Pay Policy	3
9	Conditions of Employment	3
10	Access to Conditions Package	3
11	Service Margins	4
12	Flexible Working Hours	4
13	Sick Leave	5
14	Family/Carer Leave	5
15	Bereavement Leave	6
16	Primary Carer Leave	6
17	Other Carer Leave	7
18	Career Related Training Leave	7
19	Productivity Benefit	8
20	Concessional Leave	9
21	Support for Employee Courses and Training	10
22	Additional Concessional Leave for Child Care Workers	10
23	Clothing	11
24	Climatic Conditions	11
25	Gratuity Payments	11
26	Renegotiation of the Agreement	12



Waverley Council Conditions Enterprise Agreement



1. Title and Intention of the Parties

This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the Industrial Relations Act 1996, and shall be known as the Waverley Council, Conditions Enterprise Agreement and shall provide the basis for determining leave and other conditions in the areas addressed by the Agreement.

2. The Parties

The Parties to this Agreement are Waverley Council (herein after referred to as the Council), the Federated Municipal and Shire Council Employees Union of Australia, New South Wales Branch (herein after referred to as the M.E.U.), The Environmental Health and Building Surveyors' Association of New South Wales (herein after referred to as the E.H.A.B.S.A.) and the Local Government Engineers Association of New South Wales (herein after referred to as the L.G.E.A.).

3. Duress

This Agreement has been entered into without duress by any party

4. Duration

The Agreement shall come into operation from the date of registration by the parties and benefits shall accrue to staff from the 6 January 1997 and shall remain in force for a period of three (3) years.

5. Definitions

Award:

Award shall mean the Local Government (State) Award which provides salaries and conditions for the employees of the Council.

Employee:

Shall mean, for the purpose of determining eligibility to the benefits of this Agreement, full-time and part-time employees of Waverley Council. Part-time employees shall be entitled to the benefits conferred by this Agreement on a pro-rata basis.



Council: Shall mean Waverley Council.

Sick Leave Bank A: Shall mean the entitlement to paid sick leave accrued between 15 February 1993 and the date of making of the Agreement. No payment of this entitlement shall be made except where sick leave is taken in the course of employment and consistent with Council's Sick Leave Policy and the provisions of the Award.

Sick Leave Bank B: Shall mean sick leave accrued up to 15 February 1993 and such supplementation of the accrual which occurs consistent with this Agreement for which an employee is entitled to payment on termination of service with Council. Payment of supplementation of this Bank shall not occur until the employee leaves Council employment for any reason other than dismissal for misconduct, and has been employed by Council for a period in excess of ten (10) years.

Year: Shall mean a calendar year.

6. Relationship with the Award

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 1995 and any amendments to that Award.
- 6.2 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.
- 6.3 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.
- 6.4 Where this Agreement is silent the Award shall prevail.

7. Principles

- 7.1 The parties to this Agreement are committed to identifying and implementing strategies to increase productivity especially through the reduction in the average number of days of sick leave taken by staff.



- 7.2 The direct cost of the implementation of this conditions package is consistent with Council's intention to maintain the real benefit of entitlements offered to employees at the time of their employment.
- 7.3 The indirect cost of the implementation of the package, which has been described as the potential productivity loss, have been met through the savings against existing policies and workplace reform in the following areas:
- (i) the introduction of team based approaches to work which has reduced the requirement for management overheads.
 - (ii) changes to work practices which have lead to improvements in the effectiveness of operations.
 - (iii) effective operation of Council's Sick Leave Management Policy particularly in high profile customer service areas.

8. Council's Pay Policy

Council's Pay Policy (which is an attachment to this Agreement), as varied by agreement between the parties from time to time, is Council's method of implementing the requirements detailed in sub-clause (vi), of clause 4. of the Award.

9. Conditions of Employment

The Conditions Package Agreement shall operate to reward staff across Council's diverse activities for their contribution to improving the effectiveness of Council's services. Conditions of employment not specified in this agreement shall be established by the Award.

10. Access to Conditions Package

- 10.1 The development of the Conditions Package is in recognition of each employee's contribution to Council's effectiveness and is therefore subject to satisfactory skills and performance assessments and, in the case of the Productivity Benefit detailed in clause 18. of this Agreement, to a sick leave record better than the organisational average.
- 10.2 Access to the package of conditions detailed in the remainder of this Agreement shall be on the basis of one (1) successful Skills and Performance Assessment.

- 10.3 Sick leave will not be used to deny an employee access to a transfer of sick leave entitlement into Bank B unless their sick leave record is in excess of the organisational average.
- 10.4 Council's average sick leave record shall be determined and published for each calendar year by 15 February in the following year.



11. Service Margins

11.1 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 provisions of this Agreement.

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

11.2 In addition to the amounts payable in accordance with sub-clause 11.1, staff employed at the Bondi Pavilion Community Centre shall be paid an all purpose loading of 15% in addition to their rates prescribed pursuant to Council's Pay Policy, as compensation for the variable hours worked by these staff.

12. Flexible Working Hours

12.1 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, or working hours arrangements, shall occur through consultation and agreement with the employee(s) concerned consistent with the provisions of the Award.

12.2 Employees requested to work their normal rostered day off shall have, as far as is reasonably practical, at least two (2) days notice.

13. Sick Leave

13.1 Sick leave shall accrue and be taken consistent with the provisions of clause 17A Sick Leave of the Award and Council's Sick Leave Management Policy.

13.2 Sick leave shall also include emergency leave, as provided within Council Policy.

14. Family/Carer Leave

14.1 An employee who is unable due to the sickness of a family member, or significant other, to attend for duty shall be entitled to take leave consistent with Council's Family Leave Policy at the employee's ordinary rate of pay. Such leave shall be taken in accordance with clause 17A Sick Leave, of the Award. This shall be for the purpose of providing care and support for the family member or significant other. Such entitlement shall be subject to the following conditions:

- (i) The production of satisfactory evidence of illness;
- (ii) The employee being responsible, as the primary carer, for the care of the family member or significant other concerned; and
- (iii) The Council shall be satisfied that the sickness is such that it justifies the time off.

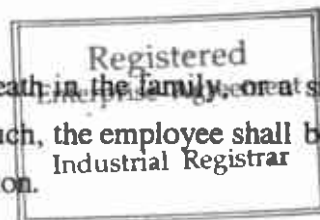
14.2 Family/Carer leave shall not accumulate beyond any one year period.

14.3 For the purposes of this clause, family shall mean parents (including foster and step parents), legal guardian, sister (including half, foster and step sister), brother (including half, foster and step brother), spouse (including de-facto partner and / or same sex partner), child (including step and foster child), parents of spouse, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, cousin, niece and nephew.

14.4 For the purposes of this clause significant other shall mean those 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 Supervisor, which details the nature of the relationship. The Employee Services Manager shall have discretion to approve, or refuse, family/carers leave on this evidence.

15. Bereavement Leave

- 15.1 Where an employee is absent from duty because of a death in the family, or at significant other, and provides satisfactory evidence to Council of such, the employee shall be granted two (2) days leave, with pay, on each and every application.
- 15.2 Consistent with Council Policy in respect to Bereavement Leave, in special circumstances a period in excess of two (2) days may be granted at management's discretion.
- 15.3 For the purposes of this clause, family shall mean parents (including foster and step parents), legal guardian, sister (including half, foster and step sister), brother (including half, foster and step brother), spouse (including de-facto partner and / or same sex partner), child (including step and foster child), parents of spouse, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, cousin, niece and nephew.
- 15.4 For the purposes of this clause significant other shall mean those 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 Supervisor, which details the nature of the relationship. The Employee Services Manager shall have discretion to approve, or refuse, bereavement leave on this evidence.



16. Primary Carer Leave

- 16.1 Primary Carer leave is leave taken by an employee in connection with the birth of a child, or adoption of a child less than six (6) months of age, for whom the employee is the primary carer. Primary Carer leave, in this Agreement, shall consist of an unbroken period of six (6) weeks leave, at the employee's ordinary rate of pay.
- 16.2 This paid leave shall not extend the maximum period of leave as prescribed by the Industrial Relations Act 1996 but shall be in addition to benefits and protection of employment provided by the Act and the Award.
- 16.3 Primary Carer leave granted pursuant to this Agreement shall be considered as service with Council for all purposes.

17. Other Carer Leave

17.1 Other Carer leave is leave taken by an employee in connection with the birth of a child, or adoption of a child of less than six (6) months of age, of the employee's spouse or partner. Other Carer leave, in this Agreement, shall consist of an unbroken period of one (1) weeks leave, at the employee's ordinary rate of pay.

17.2 This paid leave shall not extend the maximum period of leave as prescribed by the Industrial Relations Act 1996 but shall be in addition to benefits and protection of employment provided by the Act and the Award.

17.3 Other Carer leave granted pursuant to this Agreement shall be considered as service with Council for all purposes.



18. Career Related Training Leave

18.1 Employees shall, in each year of employment, be entitled to four (4) days career related training leave. Such leave is not normally cumulative from year to year except as provided in subclause 18.5.

18.2 Employees who were employed by Waverley Council prior to 15 February 1993 shall, as an option to Career Related Training Leave, be entitled to the Productivity Benefit as detailed in clause 19. of this Agreement.

18.3 Career Related Training Leave shall be in addition to training which is required of the position by Council.

18.4 An employee may accrue up to a maximum of five (5) rostered days off (RDOs), in any year, to be taken as career related training leave.

18.5 Career related training leave may be accumulated for two (2) years in cases where a specific course of study has been identified and agreement is reached between the employee and the supervisor/manager in respect to attendance at that course.

18.6 Such agreement shall not be unreasonably withheld, and shall, in cases of dispute, be reviewed by the Employee Services Manager. Should the dispute not be resolved by the Employee Services Manager, the matter shall be referred to the Consultative Committee for recommendation to the General Manager.

19. Productivity Benefit

- 19.1 Employees, who were employed by Waverley Council prior to 15 February 1993, shall at their first skills and performance assessment following the making of this Agreement, have a choice between the Productivity Benefit detailed in this clause or the Career Related Training Leave detailed in clause 18 of this Agreement. This choice will be made by each employee and will determine their access to these entitlements for the period of the Agreement.
- 19.2 Subject to a sick leave record which reveals the taking of less sick leave in the previous year than the average number of days taken by employees across Council, employees who were employed by Waverley Council prior to 15 February 1993 shall, at the completion of each year of service with Council, be entitled to a credit of fifteen (15) days sick leave in Sick Leave Bank B. Such sick leave credit shall be ~~in lieu of Career Related Training Leave.~~ *Registered Enterprise Agreement*
- 19.3 The number of days of sick leave actually taken by an employee, who satisfies the requirements of sub-clause 19.2, shall be debited from Sick Leave Bank A. *Industrial Registrar*
- 19.4 Employees with more than the organisational average number of sick leave days will receive no credit in Bank B but the difference between their entitlement of fifteen (15) days and the actual number taken in the year (assuming that that number is positive) will be credited to Bank A. If sick leave taken in the year exceeds the entitlement of fifteen (15) days the number of days in excess of fifteen shall be debited from Bank A.
- 19.5 The effect of this clause is demonstrated by the examples of entitlements detailed below:

Assume the Organisational Average of Sick Leave taking is 8.1 Days.

Employee 1: Takes 9 days in the year.

Result: No credit to Bank B.

Credit to Bank A of $15 - 9 = 6$ Days

Employee 2: Takes 8 days in the year.

Result: Credit to Bank B of 15 Days.

Debit to Bank A of 8 Days. (Should Bank A be exhausted then the debit will occur from Bank B. Which in this example will increase the current entitlement in Bank B by $15 - 8 = 7$ Days, instead of 15 days.)

- 19.6 Employees whose ten (10) years service with Waverley Council occurred between 15 February 1993 and 31 December 1993 shall receive a transfer of sick leave entitlement, of fifty-five (55) days, from Bank A (unpaid sick leave) to Bank B (paid sick leave). This transfer of entitlement is a one off initiative to reward long service with Council and is conditional upon the employee having accrued entitlement to sick leave in Bank A, at the time of making this Agreement. Employees with an accrual in Bank A of less than fifty-five (55) days shall receive a transfer of their entire entitlement in Bank A to Bank B.
- 19.7 The supplementation to Sick Leave Bank B, established through this Agreement, shall be paid upon termination of service with Council, at the employee's ordinary rate of pay, to employees with ten (10), or more, years service with Council. Should the employee's rate of pay have varied over the three (3) months prior to termination an average of the rate for this period shall be established and used for the purpose of calculating the entitlement.
- 19.8 The entitlement to paid sick leave accruing to an employee prior to the 15 February 1993 shall be paid upon termination of service with Council at the employee's ordinary rate of pay. Should the employee's rate of pay have varied over the three (3) months prior to termination an average of the rate for this period shall be established and used for the purpose of calculating the entitlement.
- 19.9 When the service of an employee is terminated by death Council shall pay to the employees estate the monetary equivalent of the sick leave due to the employee in Bank B at their current rate of pay.

20. Concessional Leave

- 20.1 Employees shall be entitled to three (3) Industrial Days in addition to annual leave prescribed by the Award. These additional days of leave shall be taken in the year in which they become available at a time which is mutually convenient to the employee and the manager/supervisor. Agreement as to a convenient time shall not be unreasonably withheld.
- 20.2 The additional leave prescribed by this clause may be taken as a block of three days or as single day absences.

- 20.3 Where work requirements do not allow the additional time to be taken by an employee, or group of employees, the employee(s) so affected shall receive three (3) days pay at their ordinary rate of pay. The circumstances which require the payment for these additional days are special and isolated.
- 20.4 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.
- 20.5 Compassionate Leave may be granted in excess of Award provisions at the discretion of the Director and the Employee Services Manager.



21. Long Service Leave

- 21.1 Long Service Leave entitlements shall accrue as provided in the Award.
- 21.2 Employees may defer the taking of Long Service Leave which has accrued prior to the making of this Agreement. Long Service Leave which accumulates during the life of this Agreement shall be taken consistent with the provisions of the Award.

22. Support for Employee Courses and Training

Council shall provide support for an employee undertaking a course, nominated by the employee and supported by the supervisor/manager, including a minimum of one half day of paid leave prior to each exam, consistent with the Council's Training Plan as varied from time to time.

23. Additional Concessional Leave for Child Care Workers

- 23.1 The public contact involved in child care work and the relative difficulty of establishing the systems of rostered time off in operation in other areas of Council's operations shall be recompensed by the provision of an additional three (3) days concessional leave. The concessional leave shall be taken at the employee's discretion to ensure the well being of the employee. Additional concessional leave shall not accumulate and shall be taken in the year in which it falls due.
- 23.2 Additional concessional leave for child care workers shall be provided by Council on the following conditions:

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

24. Clothing

- 24.1 Each employee, on commencement of employment with Council, shall be provided with suitable clothing as determined by Council's Occupational Health and Safety Committee.
- 24.2 Where Council requires an employee to wear a uniform, or particular type of clothing, during the course of employment, Council shall pay the cost of such clothing or uniform.
- 24.3 Where an employee is engaged in any employment the conduct of which is likely to cause abnormal wear or damage to the employee's personal clothing, Council shall provide, and pay the cost of protective clothing. The style, nature and quantity of such clothing shall be determined by Council's Occupational Health and Safety Committee.
- 24.4 Where Council provides a uniform, or protective clothing, the employee shall wear such uniform or protective clothing as directed by Council.
- 24.5 The entitlements to clothing detailed in this clause shall not diminish an employee's right to protective clothing provided by the Award.

25. Climatic Conditions

- 25.1 Where climatic conditions are agreed by the employees affected and their supervisor to be in the extreme, Council shall grant to the employees, leave of absence with pay for the remaining hours of duty on that day.
- 25.2 In the event of there being any dispute in regard to whether climatic conditions are in the extreme, the matter shall be determined expeditiously by a representative of the Occupational Health and Safety Committee and the relevant Director, or their representative, acting as a disputes committee. The decision of this committee shall be final.

26. Gratuity Payments

- 26.1 Council in recognition of the contribution long serving employees make to the service provision and culture of Council agree to make a gratuity payment to employees employed by Waverley Council at the time of making this Agreement consistent with the provisions detailed below.
- 26.2 People employed by Waverley Council after the making of this Agreement shall not be entitled to gratuity payment regardless of the period of subsequent service by the employee.
- 26.3 Gratuity payments shall be made to employees, consistent with the table below, after a minimum of ten (10) year's satisfactory service on retirement or death. Employees after the completion of twenty (20) years service with Council shall be entitled to gratuity payments upon ceasing employment for any reason other than misconduct. Gratuity payments shall be over and above all other payments received, by the employee, on termination pursuant to this Agreement.

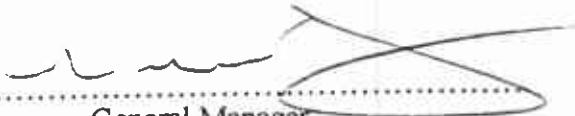
Period of Service	Entitlement
More than 10 years service and less than 15 years service.	1 weeks pay for each year of service.
More than 15 years and less than 20 years of service.	1.5 weeks pay for each year of service.
More than 20 years service.	2 weeks pay for each year of service.

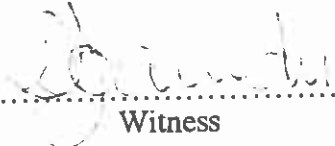
- 26.4 In the case of the death of an employee, who has completed ten (10) years of satisfactory service, or more, Council shall make to such of the employee's dependants as Council shall determine, or to the employee's estate the payments prescribed in 26.3.
- 26.5 Consultation will occur with an employee immediately prior to termination of service to ensure the most effective method of payment of this entitlement is achieved.

27. Renegotiation of the Agreement


The parties to this Agreement shall meet to renegotiate the provisions contained herein six (6) months prior to the date of its cessation. Should there be no agreement between the parties the existing provisions shall remain in force until rescinded by the making of a new Enterprise Agreement.

SIGNED on behalf of
WAVERLEY
COUNCIL
in the presence of


.....
General Manager


.....
Witness

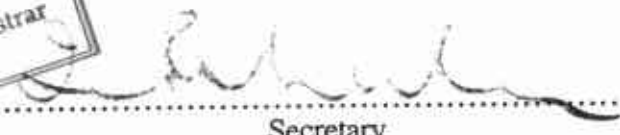
SIGNED on behalf of
FEDERATED MUNICIPAL & SHIRE
COUNCIL EMPLOYEES' UNION
in the presence of



.....
General Secretary


.....
Witness

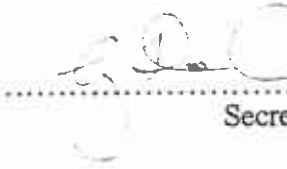


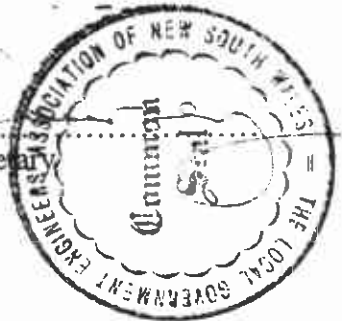
SIGNED on behalf of the
ENVIRONMENTAL HEALTH AND
BUILDING SURVEYORS' ASSOC.)
in the presence of


.....
Secretary


.....
Witness

SIGNED on behalf of the
LOCAL GOVERNMENT ENGINEERS'
ASSOCIATION
in the presence of


.....
Secretary




.....
Witness