

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA12/10

**TITLE:** Lachlan Shire Council Enterprise Agreement 2011

**I.R.C. NO:** IRC12/695

**DATE APPROVED/COMMENCEMENT:** 6 July 2012 / 6 July 2012

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA06/110.

**GAZETTAL REFERENCE:** 31 August 2012

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Lachlan Shire Council located at 58 - 64 Molong Street, CONDOBOLIN NSW 2877, (other than those employed at the Willow Bend Sports Centre or senior staff on contract) who fall within the coverage of the Local Government (State) Award 2010.

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

# **LACHLAN SHIRE COUNCIL**



# **ENTERPRISE AGREEMENT**

**2011**

## Lachlan Shire Council

### Enterprise Agreement

Enterprise agreement made this two thousand and ten between Lachlan Shire Council and the signatory Unions in relation to employment conditions of staff specified in this agreement.

This Agreement is made in accordance with Chapter 2, Part 2 – Enterprise Agreements of the New South Wales Industrial Relations Act 1996.

#### 1. Title and Intention of the Parties

This Agreement is made in accordance with the provisions of section 29 to 47 of the Industrial Relations Act 1996 and shall be known as the 'Lachlan Shire Council Enterprise Agreement 2011' and replaces the previous 1996, 2000 and 2006 agreements.

This agreement also incorporates for employees employed prior to 3 August 1993, the industrial agreements numbered under section 11 of the Industrial Arbitration Act 1940. These provisions are covered by Clause 14 of this Agreement.

This agreement also incorporates the provisions of Lachlan Shire Council's Agreement made under the Local Government (State) Award on 20 May 1992 for administration staff employed as at that date.

The agreement shall provide the basis for entitlements in the areas specified by the agreement for all council staff covered by the:

- Local Government (State) Award 2010 as amended; and the
- Local Government Engineer Senior Staff (NSW) Award 1999.

This agreement applies to all employees (other than those employed at the, Willow Bend Sports Centre or senior staff on contract) who are employed by Lachlan Shire Council.



## 2. Parties

The parties to this Agreement are Lachlan Shire Council (herein referred to as 'the Council') and the following unions:

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

(herein referred to as the Unions).

## 3. Duration

This agreement shall come into operation from the date approved by the Industrial Relations Commission of NSW and shall remain in force for a period of 3 years and after that period until terminated in accordance with the provisions of section 44 of the NSW Industrial Relations Act 1996.

## 4. Duress

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

## 5. Definitions

'Wages Staff' shall mean outdoor staff who, under the Local Government (State) Award 2010 would work a 38 hour week.

'Community Services Staff' shall mean staff employed in the community services section, who under the Local Government (State) Award 2010 would work either a 35 or 38 hour week.

'Administration/Technical Staff' shall mean all staff employed by Council under the Local Government (State) Award 2010 **who would work 35 hours per week.**

'Professional Staff' shall mean staff who are Band 3 level 1 and above employed by Council under Local Government (State) Award 2010 who would work 35 hours per week.

'Award' shall mean the Local Government (State) Award 2010 or its successor(s).

## 6. Relationship with the Award

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

## 7. Hours of Work

The following hours of work shall prevail over:

- Clause 17 Part A (i) to (vii) and
- Clause 17 Part B (i) to (iii) of the Award .

(i) Unless agreed otherwise the ordinary hours of work of **all** employees under this Agreement **is** based on 38 hours per week worked on a 40 hour per week basis Monday to Friday exclusive of unpaid meal breaks, giving a vari-leave credit of 2 hours for every 40 ordinary hours worked.

(ii) The spread of hours for employees covered by this Agreement may be arranged on the following basis;

- 40 hours within one week inclusive of 2 hours vari-leave provided that at least two days off shall be granted; or
- 80 hours within two weeks inclusive of 4 hours vari-leave provided that at least four days off shall be granted; or
- 120 hours within three weeks inclusive of 6 hours vari-leave provided that at least six days off shall be granted; or
- 160 hours within four weeks inclusive of 8 hours vari-leave provided that at least eight days off shall be granted.

(iii) All working hours existing at the operative date of this Agreement will be deemed to have satisfied the provisions of this clause.

(iv) Commencing and finishing times for each employee covered by this Agreement and/or payment for the spread of hours may be varied by agreement between management and the employee(s). Agreement shall not be unreasonably withheld by the employee(s). Such alteration of hours may exist on a permanent basis or for the completion of a specific project.

(v) An unpaid meal break of a minimum of thirty minutes shall be given and taken within the first five hours continuous work. Thereafter, a paid meal break not exceeding twenty minutes shall be given and taken after a further five hours continuous work. In extenuating circumstances Council may require staff to work in excess of five continuous hours. Employees shall not accrue any penalties or allowances for the meal break being taken after five hours.

- (vi) Council shall provide a tea break for a duration not exceeding 10 minutes between 9.00am and 10.00am at the discretion of the supervisor such tea break shall count as working time.

## 8. Part-time/Casual Job Share Employment

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

## 9. Employee Enterprise Agreement Benefits

Unless otherwise provided all employees covered by the agreement shall be entitled to the following benefits;

- (i) Access to the Sick Leave/ Attendance Bonus arrangement under Clause 12 of the Agreement.
- (ii) **Administration/Technical staff, Community Services staff, Professional staff** who would normally work hours of 35 hours per week under the Award shall be paid an allowance of 10.75% above the employee(s) ordinary salary under the salary system in recognition of working a standard 38 hour week.

## 10. Sun Protection Policy

All employees are required to adhere to the terms of Council's Sun Protection Policy, as amended from time to time. Such Policy may only be amended by consultation with the OH&S Committee.

## 11. Administration Staff Uniform

Administration male staff employees shall be provided with approved Council uniform items to the value of \$200 (09/10 Financial Year) per annum (indexed to the annual CPI) with a right to purchase additional items at cost. An additional allowance of \$200 (also indexed to the annual CPI) will be made available to new employees in their first year of employment with Council.

Administration female staff employees shall be provided with approved Council uniform items to the value of \$300 (09/10 Financial Year) per annum (indexed to the annual CPI) with a right to purchase additional items at cost. An additional allowance of \$300 (09/10 Financial Year also indexed to the annual CPI) will be made available to new employees in their first year of employment with Council.

Staff shall be required to wear, either the approved Council uniform or a similar standard of attire.

## 12. Sick Leave/Attendance Bonus

- (i) Employees on approved sick leave shall have the option to claim payment from their sick leave entitlements or Cashable Hours Account. In addition, the employee on approved sick leave may, with the agreement of Council, claim Vari-leave or any other leave available to them at the time.
- (ii) **Wages staff employees and Community Services staff employees who are on a 38 hour week** under the Award are entitled to accumulate sick leave on the basis outlined in subclause (iii) of this clause. These provisions are in substitution for the quantum of sick leave under the Award and any payment of sick leave to an employee, or the employee's estate, on termination for any reason.
- (iii) Sick leave for each employee is split into two accounts as follows:
  - (a) Sick leave entitlement account (SLEA): Employees under subclause (ii) of this clause shall on commencement of service with Council and on each subsequent anniversary of employment be credited with 24 hours of sick leave which is fully accumulative but is NOT payable to the employee on the employee's resignation or termination by the Council for any reason.

Where the employee works 40 ordinary hours per week the Council shall add to the employee's SLEA 2 hours per week. The 2 hours will be added if the employee works the 40 ordinary hours in the week or is on vari-leave under this Agreement or is on long service leave, but NOT for any other absence.



(b) Cashable Hours Account (CHA) (that part of the Sick Leave Entitlement Account which will be transferred and converted to cash each year that is only payable to the employee on termination in accordance with the agreement): The balance of an employee's entitlement to two hours per week sick leave provided for in paragraph 2 of subclause (iii)a) up to a maximum of 96 hours per annum shall be converted to a cash equivalent and transferred from the SLE Account to the CH Account on June 30, each year.

The individual CHA balances are to be held by Council on behalf of the employee. As at June 30 each year interest shall be added on the funds in the CHA for the preceding 12 month period. The interest rate shall be 2% less than N.S.W. Treasury Corporation Domestic Inscribed Bonds as at 30 June each year. Should the Council investment interest rate be less than 7.00% but equal to or greater than 5.00% the interest rate shall be deemed at 5.00% per annum. If the Council investment interest rate is less than 5.00% then the interest rate shall be the equivalent to Council's investment interest rate.

The balance including interest calculations on a pro rata basis in an employee's CHA shall be paid to the employee on resignation, retirement, or termination.

(iv) **Community Services staff employees, professional staff and administration/ technical staff employed on or after 1 January 1996, who are on a 35 hour week** under the Award are entitled to accumulate sick leave on the basis outlined in subclause (v) of this clause. These provisions are in substitution for the quantum of sick leave under the Award and any payment of sick leave to an employee, or the employee's estate, on termination for any reason.

(v) Sick leave for each employee is split into two accounts as follows:

(a) Sick Leave Entitlement Account: Employees under subclause (iv) of this clause shall on commencement of service with Council and on each subsequent anniversary of employment be credited with 24 hours of sick leave which is fully accumulative but is NOT payable to the employee on the employee's resignation or termination by the Council for any reason.

Where the employee works 40 ordinary hours per week the Council shall add to the employee's SLEA 2 hours per week. The 2 hours will be added if the employee works the 40 ordinary hours in the week or is on vari-leave under this Agreement or is on long service leave, but NOT for any other absence.

(b) Cashable Hours Account (CHA) (that part of the Sick Leave Entitlement Account which will be transferred and converted to cash each year that is only payable to the employee on termination in accordance with the agreement): The balance of an employee's entitlement to two hours per week sick leave provided for in paragraph 2 of subclause (v) (a) up to a maximum of 96 hours per annum shall be converted to a cash equivalent and transferred from the SLE Account to the CH Account on June 30, each year.

The individual CHA balances are to be held by Council on behalf of the employee. As at June 30 each year interest shall be added on the funds in the CHA for the preceding 12 month period. The interest rate shall be 2% less than N.S.W. Treasury Corporation Domestic Inscribed Bonds as at 30 June each year. Should the Council investment interest rate be less than 7.00% but equal to or greater than 5.00% the interest rate shall be deemed at 5.00% per annum. If the Council investment interest rate is less than 5.00% then the interest rate shall be the equivalent to Council's investment interest rate.

The balance including interest calculations on a pro rata basis in an employee's CHA shall be paid to the employee on resignation, retirement, or termination.

(vi) **Administration/ technical staff and professional staff employed prior to 1 January 1996, who are on a 35 hour week** under the Award are entitled to accumulate sick leave on the basis outlined in subclause (vii) of this clause. These provisions are in substitution for the quantum of sick leave under the Award and any payment of sick leave to an employee, or the employee's estate, on termination for any reason.

(vii) Sick leave for each employee is split into two accounts as follows:

(a) Sick Leave Entitlement Account: Employees under subclause (vi) of this clause shall on commencement of service with Council and on each subsequent anniversary of employment be credited with 26 hours of sick leave which is fully accumulative but is NOT payable to the employee on the employee's resignation or termination by the Council for any reason.

Where the employee works 40 ordinary hours per week the Council shall add to the employee's SLEA 2 hours per week. The 2 hours will be added if the employee works the 40 ordinary hours in the week or is on vari-leave under this Agreement or is on long service leave, but NOT for any other absence.

(b) Cashable Hours Account (CHA) (that part of the Sick Leave Entitlement Account which will be transferred and converted to cash each year that is only payable to the employee on termination in accordance with the agreement): The balance of an employee's entitlement to two hours per week sick leave provided for in paragraph 2 of subclause (vii) (a) up to a maximum of 96 hours per annum shall be converted to a cash equivalent and transferred from the SLE Account to the CH Account on June 30, each year.

The individual CHA balances are to be held by Council on behalf of the employee. As at June 30 each year interest shall be added on the funds in the CHA for the preceding 12 month period. The interest rate shall be 2% less than N.S.W. Treasury Corporation Domestic Inscribed Bonds as at 30 June each year. Should the Council investment

interest rate be less than 7.00% but equal to or greater than 5.00% the interest rate shall be deemed at 5.00% per annum. If the Council investment interest rate is less than 5.00% then the interest rate shall be the equivalent to Council's investment interest rate.

The balance including interest calculations on a pro rata basis in an employee's CHA shall be paid to the employee on resignation, retirement, or termination.

### 13. Vari-Leave

- (i) Employees shall work on the basis of 40 hours per week, subject to spread and arrangement of hours set out in this Agreement.
- (ii) For every 40 ordinary hours worked, an employee shall accrue a two (2) hours leave entitlement to be known as 'vari-leave'. No vari-leave accrual shall apply to overtime hours worked.
- (iii) Unless the arrangement of hours are amended then sick leave, annual leave, long service leave, any other leave and workers compensation days shall be paid on an 8 hour basis. Where the arrangement of hours has been amended then such leave etc. shall be paid on that basis.
- (iv) Payment for vari-leave shall be made at the current rate of pay at the time of taking the vari-leave.
- (v) Vari-leave may be taken at a time that is mutually agreeable between the employee and Council. Employees are required to give at least 3 days notice prior to taking vari-leave consideration will be given to extenuating circumstances.
- (vi) Vari-leave may accrue to a maximum of thirteen (13) days.
- (vii) Where vari-leave has accrued in excess of 13 days, the employee will be provided with notification to reduce their accruals to 11 days or less within a four week period. Where an employee fails to make suitable arrangements to reduce the excess accrual the leave shall be taken at the discretion of Council, provided that Council shall give two weeks further notice to an employee to commence on such leave. The minimum amount of vari-leave that may be taken shall be two hours.
- (viii) A statement of all leave accrued shall be given to employees on at least a monthly basis.
- (ix) Ordinary hours payments shall be calculated on 1/40<sup>th</sup> of normal weekly pay rates.
- (x) Overtime payments, where applicable, shall be calculated on the pay rates of 1/38<sup>th</sup> of normal weekly pay rates so as to achieve the correct hourly rate as no vari-leave accrual attaches to overtime hours.

### 14. Deferred Annual Leave

- (i)
  - (a) This clause shall only apply to those persons who were permanent employees prior to August 3, 1993.
  - (b) This clause shall replace the provisions of the following Industrial Agreements numbered 4727, 5270 and 5812 under Section 11 of the Industrial Arbitration Act, 1940.
  - (c) Under no circumstances shall this clause apply to any person commencing employment with Council after August 3, 1993.
- (ii) In respect of each employee, completing twelve months continuous service, whose annual leave falls due on or after the date of this Agreement, Council shall each year credit to such employee an amount equal to 20% of his/her basic entitlement of annual leave (excluding time added to annual leave as compensation for overtime, time/shifts worked under other clauses of this Agreement).
- (iii) Such sums of money, retained by Council on behalf of each employee, shall attract an interest rate of 2% less than N.S.W. Treasury Corporation Domestic Inscribed Bonds as at 30 June each year. Should the Council investment interest rate be less than 7.00% but equal to or greater than 5.00% the interest rate shall be deemed at 5.00% per annum. If the Council investment interest rate is less than 5.00% then the interest rate shall be the equivalent to Council's investment interest rate.
- (iv) The total balance standing to the credit of the employee, together with proportionate loading and interest to the date of termination, shall be paid to the employee concerned on his/her leaving of the employment of Council for any reason, or in the event of death to his/her legal representative.

### 15. Training

All parties to this Agreement shall be committed to improving the skills of the Council workforce. This shall be done through the Council providing reasonable access to training while staff shall attend to such training that is made available to them.

In addition to the Award requirements where training, essential to performing the duties of the position, is provided outside of the normal arrangement of hours, or that travel to or from the training venue is outside of the normal arrangement of hours, then such time **shall be** granted time in lieu and NO overtime shall apply. Such time in lieu will be applied to the employees other leave account and the time taken in accordance with the vari-leave provisions. No time in lieu or over time shall apply to other training.

## 16. Use of Skills and Higher Grade Pay

- (i) Council may direct the employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (ii) An employee required by Council to relieve in a position classified in a higher level or band shall be paid according to the skills and knowledge possessed to undertake the higher duties but at least the entry salary/wage of the level and band in which the employee is relieving.
- (iii) The provisions of sub-clause ii) shall apply where an employee performs in a relieving capacity for one or more days.
- (iv) This subclause shall be read in conjunction with the relevant job description and cognisance taken of the fact that additional payment for occasional higher grade duties may have been built into the base rate for such periods. Evidence of such shall be provided to the employee upon request.

## 17. Travelling

- (i) Council recognizes the impact on employees who are required to start and finish at a location away from the Council depot or workshop.
- (ii) For all employees affected by this Council shall pay an additional allowance equivalent to 50% of the allowance payable under clause 14 (ix) of the award.
- (iii) The parties agree that this additional allowance is a temporary arrangement and is subject to review pending the award negotiations and any new award.

## 18. Teamwork and Reform

Council aims to be a team based organisation. The parties agree to work cooperatively together and with their peers. The parties recognise the need for continual improvement and agree to work towards the establishment of workplace reform programs. This will require the employees to provide cooperation, participation, and support in **all** aspects of change and improvement. All parties are committed to the workplace reform process and to any improvement brought about by that process.

Improvement identified through this process is to be ratified by the Award Consultative Committee.

## 19. Termination of Employment

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

## 20. Anti Discrimination

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



- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### NOTES

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

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

#### 21. Grievance and Dispute Procedures

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the Council represented by the NSW Local Government Association or Shire's Association of NSW.
- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- (iii) A grievance or dispute shall be dealt with as follows;
  - (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
  - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
  - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
  - (d) If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing and proposed remedy.
  - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the General Manager or other authorised officer to the Association for further discussion between the parties.
- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (v) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

#### 22. Occupational Health and Safety

Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.

#### 23. Leave Reserved

Leave is reserved in accordance with Clause 37 "Council Agreements" of the Award that during the life of this Agreement the parties may enter into negotiations to develop separate agreements to cover individual Council operations.

#### 24. Incidentals

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

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

General Manager – Lachlan Shire Council

Witness

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

General Secretary – United Services Union

Witness

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

Secretary – DEPA

Witness

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

Secretary – LGEA

Witness

