

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA16/11

**TITLE:** Laclan Shire Council Enterprise Agreement 2016

**CASE NO:** 2016/00357478

**DATE APPROVED/COMMENCED:** 06 December 2016 / 06 December 2016

**TERM:** 36 months

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:** 381 I.G. 195

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF EMPLOYEES:**

The agreement applies to all employees employed by Lachlan Shire Council located at 58 - 64 Molong Street, CONDOBOLIN NSW 2877, except for the Manager Willow Bend Sports Centre and the Care Taker State Centre Caravan Park Tottenham who fall within the coverage of the Local Government (State) Award 2014.

**PARTIES:** New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; Development & Environmental Professionals Association of New South Wales

# **LACHLAN SHIRE COUNCIL**



## **ENTERPRISE AGREEMENT 2016**

# Lachlan Shire Council

## Enterprise Agreement

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## **2. Title, Scope and Coverage**

- (i) This Agreement shall be known as the 'Lachlan Shire Council Enterprise Agreement 2016'.
- (ii) This Agreement replaces and rescinds any other Industrial Agreements that previously applied to employees to be covered by this Agreement, including Industrial Agreements numbered 4727, 5270 and 5812 respectively.
- (iii) This Agreement covers all employees of Lachlan Shire Council who are covered by the Award, except for the Manager Willow Bend Sports Centre and the Caretaker State Centre Caravan Park Tottenham.

## **3. Parties**

- (i) The parties to this Agreement are Lachlan Shire Council and the following unions:
  - a. New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU);
  - b. Local Government Engineers Association of New South Wales; and
  - c. Development and Environmental Professionals' Association of New South Wales;

## **4. Intent**

- (i) This Enterprise Agreement supplements the Award as amended or replaced, and must be read in conjunction with the provisions outlined in the Award.
- (ii) Council is committed to providing for community needs by ensuring the services and facilities it provides are of the highest standards. Council aims to employ the best expertise available to meet the needs of the community and to focus on the need to plan for future generations.
- (iii) Council aims to be identified as an employer of choice, providing a range of remunerative and non-remunerative benefits to employees. It strives to develop a culture of trust between management and employees which will assist in establishing a safe working environment. This will encourage employees to apply their knowledge and skills to better respond to the requirements of our community.



## **5. Access to Agreement**

A copy of this Agreement shall be exhibited in convenient locations around the workplaces of Council and posted on Council's intranet so as to be readily accessible by all employees.

## **6. 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 three years and after that period until terminated in accordance with the provisions of s44 of the NSW Industrial Relations Act 1996.

## **7. Duress**

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

## **8. Anti-Discrimination**

The parties agree to be bound by the obligations outlined in clause 3 of the Local Government (State) Award.

## **9. Definitions**

'Council' or 'the Council'	shall mean Lachlan Shire Council.
'CHA'	shall mean a Cashable Hours Account referred to in clause 14 of this Agreement
'Wages Employees'	shall mean outdoor employees who, under the Local Government (State) Award 2014 would work a 38 hour week.
'Community Services Employees'	shall mean employees employed in the Community Services and Governance Stream, who under the Local Government (State) Award 2014 would work either a 35 or 38 hour week.
'Administration/Technical Employees'	shall mean all employees employed by Council under the Local Government (State) Award 2014 who would work 35 hours per week.

Professional



Employees'	shall mean employees who are Band 3 Level 1 and above employed by Council under Local Government (State) Award 2014 who would work 35 hours per week.
'Award'	shall mean the <i>Local Government (State) Award 2014</i> or its successor(s).

## 10. 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.

## 11. Employee Enterprise Agreement Benefits

- (i) Unless otherwise provided all employees covered by the Agreement shall be entitled to the following benefits:
  - a) Vari- Leave under clause 13 of the Agreement
  - b) Administration; technical; community services and professional employees who would normally work hours of 35 hours per week under the Award shall be paid an allowance of 10.75 per cent above the employee(s) ordinary salary under the salary system in recognition of working a standard 38 hour week.

## 12. Hours of Work

- (i) The following provision will prevail over subclauses 18A (i) to (viii) of the Award.
- (ii) 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 two hours for every 40 ordinary hours worked.
- (iii) The spread of hours for employees covered by this Agreement may be arranged on the following basis:
  - a) 40 hours within one (1) week inclusive of two hours vari-leave provided that at least two days off shall be granted; or
  - b) 80 hours within two (2) weeks inclusive of four hours vari-leave provided that at least four days off shall be granted; or

- c) 120 hours within three (3) weeks inclusive of six hours vari-leave provided that at least six days off shall be granted; or
  - d) 160 hours within four (4) weeks inclusive of eight hours vari-leave provided that at least eight days off shall be granted.
- (iv) All working hours existing at the operative date of this Agreement will be deemed to have satisfied the provisions of this Clause.
  - (v) 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 either party. Such alteration of hours may exist on a permanent basis or for the completion of a specific project.
  - (vi) An unpaid meal break of a minimum of 30 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 employees 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.
  - (vii) 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.

### **13. Part-time / Casual Job Share Employment**

- (i) Unless otherwise stated the benefits outlined in this Agreement are described for full-time 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 the Agreement Council may require employees to work additional hours at the ordinary rate of pay provided that those additional hours do not exceed the full-time hours for that position otherwise the overtime provision of the Award apply. Council must provide reasonable notice to an employee to work additional hours.



- (iii) Permanent full-time employees can elect to work a standard 35 hour week as per the Award. Employees under this arrangement will not be entitled to vari-leave or a 10.75 per cent allowance as per this Agreement.
- (iv) Part-time and casual employees will not be entitled to vari-leave or a 10.75% allowance.

#### **14. Administration employees uniform**

- (i) Administration employees shall be provided with approved Council uniform items to the value of \$315 per annum and can purchase additional items at cost. An additional allowance of \$315 will be made available to new employees in their first year of employment with Council.
- (ii) The uniform allowance balance will not accrue each year, whatever balance is left in the uniform allowance account will be cleared annually prior to the next lot of uniform allowance being allocated.
- (iii) Employees shall be required to wear, either the approved Council uniform or a similar standard of attire.

#### **15. Cashable Hours Account – Pre 1 July 2016 Employees**

- (i) This clause only applies to eligible employees employed prior to 1 July 2016.
- (ii) Pre 1 July 2016 employees who have a Cashable Hours Account balance will in the first year accumulate 75% of the current maximum allowed accrual to 50% in the second year of the current maximum allowed accrual to 25% in the third year of the current maximum accrual and thereafter any other Agreements will not allow for further accrual of sick leave for the purpose of a Cashable Hours Account.
- (iii) The individual CHA balances are to be held by Council on behalf of the employee. As at 1 July each year balances will be increased in accordance with Award increases and paid at the employee's substantive rate at the time of payment.
- (iv) CHA balances can be cashed out in part or in full in accordance with this clause, or otherwise paid out to employees on resignation, retirement, death, termination or entering into a Senior Staff Contract.
- (v) On commencement of this agreement an eligible employee may nominate to be paid the total (100%) of their Cashable Hours Account. If the employee cashes out their entitlement in full they opt out of the





scheme and are not eligible for further accrual of the Cashable Hours Account.

- (vi) Thereafter, on 1 March of each year, employees who have a CHA balance will be provided with the opportunity to nominate to be paid out all or part of their balance on 1 July of that same nomination year, subject to Council approving the request for payment.
- (vii) Preserved CHA balances may be accessed by the employee for sick or carers leave purposes if sick leave entitlements have already been exhausted, subject to Council approval.

## **16. 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 two 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 eight 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 three days' notice prior to taking vari-leave consideration will be given to extenuating circumstances.
- (vi) Vari-leave may accrue to a maximum of ten (10) days.
- (vii) Where vari-leave has accrued in excess of ten (10) days, the employee will be provided with notification to reduce their accruals to (10) days or less within a four (4) 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 (2) 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.



## **17. Deferred Annual Leave**

- (i) This Clause shall only apply to those persons who were permanent employees prior to August 3, 1993 and who have been continuously employed on a permanent basis by Council since that date.
- (ii) Eligible employees will have the balance of their Deferred Annual Leave account preserved as at 1 July 2016.
- (iii) The individual Deferred Annual Leave balances are to be held by Council on behalf of the employee. As at 1 July each year balances will be increased in accordance with Award increases.
- (iv) From 1 July 2016, eligible employees who take a paid period of approved annual leave will receive a 20% loading paid at the time of taking such leave. The 20% loading will not apply to any annual leave accrued prior to 1 July 2016.
- (v) '20% loading will be paid upon termination on annual leave accrued after 1 July 2016'.
- (vi) Deferred Annual Leave balances can be cashed out in part or in full in accordance with this clause, or otherwise paid out to employees on resignation, retirement or termination of employment.
- (vii) On 1 March of each year, employees who have a Deferred Annual Leave balance will be provided with the opportunity to nominate to be paid out all or part of their balance on 1 July of that same nomination year subject to Council approving the request.
- (viii) Employees who have a Deferred Annual Leave balance may apply to have their booked annual or long service leave period topped up by a payment from the Deferred Annual Leave balance to the equivalent of double or triple payment for the leave period, subject to Council approving the request.

## **18. Teamwork and Reform**

- (i) Council aims to be a team based organisation. The parties agree to work cooperatively and with their colleagues. The parties recognise the



need for continuous improvement and agree to work towards the establishment of workplace reform programs. This requires the employees to cooperate and participate in, and support all aspects of change and improvement. All parties are committed to the workplace reform process and to any improvement brought about by that process.

- (ii) Improvements identified through this process are to be referred to the 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. 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. Grievance and Dispute Procedures**

The parties agree to be bound by the obligations outlined in clause 35 of the Award or as amended or superseded.

## **21. Incidentals**

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.



## 22. Signatories

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

General Manager – Lachlan Shire Council

Witness

Date:

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

General Secretary – United Services Union

Witness

Date:

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

Secretary – DEPA

Witness

Date:

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

Secretary – LGEA

Witness

Date:

