

# ENTERPRISE AGREEMENT

NO: E.A. 120 /1993

DATE REGISTERED: 3-8-93

PRICE: \$ 40-00

## ENTERPRISE AGREEMENT

ENTERPRISE AGREEMENT made this            day of            One thousand Nine Hundred and Ninety Three between LACHLAN SHIRE COUNCIL and the signatory Unions in relation to employment conditions of certain staff specified in Clause 35.

This Agreement is made in accordance with Division 2 - Enterprise Agreements of the Industrial Relations Act 1991.

### CLAUSE 1 - TITLE

This agreement shall be known as "LACHLAN SHIRE COUNCIL ENTERPRISE AGREEMENT".

### CLAUSE 2 - DURESS

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

### CLAUSE 3 - DEFINITIONS

'WS Staff'	shall mean all staff who were previously employed under the Municipal and Shire Councils (Wages Staff) Award.
'PS Staff'	shall mean all employees who were previously employed under the Local Government Salaried Officers Award and whose hours of work were 38 hours per week.
'AS Staff'	shall mean all employees who were previously employed under the Local Government Salaried Officers Award, the Local Government Engineering Staff Award, the Health Surveyors' State Award and whose ordinary hours of work were 35 hours per week.
'SO Staff'	shall mean all employees who were previously employed under the Local Government Senior Officers Award.

### CLAUSE 4 - HOURS OF WORK

#### A - SPREAD OF HOURS

- (i)
  - (a) The ordinary hours of work of all employees shall be 38 hours per week, worked on a 40 hour per week basis, giving a vari-leave credit of 2 hours for every 40 ordinary hours worked.
  - (b) All staff shall work the hours set out in subclause (i)(a) between Monday and Friday inclusive and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.
- (ii) Commencing and finishing times within the spread of ordinary hours in subclause (i) may be altered by agreement between management and employee(s) concerned and the terms of the agreement referred to the Consultative Committee for recommendation to Council. At any stage of discussions either the employee(s) or the Council may seek assistance from the appropriate union or association.
- (iii) Commencing and finishing times outside the spread of hours in subclause (i) may be agreed upon by management and the employee(s) concerned and the terms of the agreement referred to the Consultative Committee for recommendation to Council. At any stage of discussions either the employee(s) or Council may seek assistance from the appropriate union or association.

- (iv) All working hours existing at the operative date of this Agreement will be deemed to have satisfied subclause (iii).
- (v) Any agreement to alter the spread of hours must be genuine with no compulsion to agree.
- (vi) 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.

#### B - ARRANGEMENT OF HOURS

- (i) Subject to any amending agreement referred to in Part A, the arrangement of hours shall be as follows :-
  - (a) 40 hours within one week provided that at least two days off shall be granted;
  - (b) 80 hours within two weeks provided that at least four days off shall be granted;
  - (c) 120 hours within three weeks provided that at least six days off shall be granted;
  - (d) 160 hours within four weeks provided that at least eight days off shall be granted.
- (ii) A different arrangement of hours to that prescribed in subclause (i) of Part B of this clause may be agreed upon by management and the employee(s) concerned and the terms of the agreement referred to the Consultative Committee for recommendation to Council. At any stage of discussions either the employee(s) or Council may seek assistance from the appropriate union or association.
- (iii) All arrangements of hours existing at the operative date of the Agreement will be deemed to have satisfied subclause (ii) of Part B of this clause.

#### CLAUSE 5 - OVERTIME

##### A - GENERAL

- (i) Except where otherwise provided, all time worked by direction, before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first 2 hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime shall be claimed within 30 days of it being worked.
- (v) An employee required to work overtime shall be entitled to have at least 8 consecutive hours off duty between the completion of overtime on one day and the commencement of ordinary time on the next working day without loss of pay. If an employee is instructed to resume work without having had 8 consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a 8 hour break without loss of pay. This subclause shall not apply to employees on a call back in accordance with this Agreement provided such employee are not required to work for more than four hours.

- (vi) An employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted equivalent time in lieu of overtime worked. Provided such election must be shown clearly by the employee on his/her claim for overtime. If no such election is clearly shown, the employee will be deemed to have elected to receive payment for such overtime.

This subclause shall not apply to employees who are on call or called back to work.

- (vii) SO Staff may be required in addition to their ordinary hours to attend meetings of Council and standing and/or special committee meetings up to 11.00 pm on any day Monday to Friday provided that such attendance shall not exceed one night per week.

For the purposes of this subclause, an employee who is required to attend meetings of the Council and standing and/or special committee meetings after 11.00 pm shall be entitled to be paid over time for actual hours worked after 11.00 pm. If required to attend meetings on more than one night per week the employee shall be paid overtime for the actual hours worked in attending meetings in excess of one night per week.

#### B - ON CALL

- (i) An employee on call shall be an employee who is required by the Council to be available for duty for emergency and/or breakdown work.
- (ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by Council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- (iii) Employees required to be on-call for any period outside their ordinary hours shall be paid an on-call allowance in accordance with the Local Government (State) Award, whilst the employee is required to be on-call.
- (iv) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked.
- (v) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day to be added to the employee's annual leave.

#### C - CALL BACK

- (i) For the purposes of this Agreement, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving prior notice before ceasing work.
- (ii) Any employee who is called back to work as defined in subclause (a), shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled; provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the place of work to perform a specific job(s) outside the employee's ordinary hours, or where overtime is continuous subject to a reasonable meal break with the completion or commencement of ordinary hours.

#### D - MEAL BREAKS

- (i) An employee who, having been so instructed works overtime for two hours or more, prior to the agreed commencing time shall be paid a meal allowance in accordance with the Local Government (State) Award.
- (ii) An employee who, having been so instructed works overtime for two hours or more, immediately after the agreed finishing time shall be paid a meal allowance in accordance with the Local Government (State) Award.

Thereafter a further meal allowance, in accordance with the Local Government (State) Award, shall also be paid after each subsequent four hours worked.

- (iii) An employee who works on a day other than an ordinary working day shall be paid a meal allowance, in accordance with the Local Government (State) Award after each four hours overtime worked.

#### CLAUSE 6 - PART-TIME AND CASUAL EMPLOYMENT

##### A - PART TIME EMPLOYEES

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours prescribed by the Agreement.
- (ii) Such employee shall receive all the conditions prescribed by the Agreement on a pro-rata basis of the regular hours worked.
- (iii) Where a public holiday falls on a day which a part-time employee would have regularly worked, the employee shall be paid for the hours normally worked on that day.
- (iv) Nothing in this clause shall restrict Council's ability to enter into job sharing arrangements with its employees.
- (v) Such employment shall be by agreement between the Council and the relevant union.

##### B - CASUAL EMPLOYEES

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid a twenty per cent loading on the appropriate hourly rate for every hour worked. This loading shall be paid in lieu of all leave prescribed by the Agreement.
- (iii) A casual employee shall not replace an employee of Council on a permanent basis.

#### CLAUSE 7 - CLIMATIC AND ISOLATION ALLOWANCE

- (i) WS Staff shall be paid climatic and disability allowances as provided by Local Government (State) Award.
- (ii) The allowances prescribed by this clause shall be regarded as part of the salary/wages for purposes of this Agreement.
- (iii) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bear to thirty eight ordinary hours.
- (iv) The allowances prescribed by this clause may be converted from a weekly rate to an hourly rate by dividing the weekly rate by 40 to allow for the effects of the vari-leave provisions of this Agreement.

#### CLAUSE 8 - TRAVELLING TO AND FROM WORK

- (i) (a) An employee who is regularly required to sign on and off at the depot or workshop at the normal starting and finishing times or at a place closer to his/her residence than his/her depot or workshop, shall not be entitled to be paid travelling allowance for such journeys.
- (b) An employee who is required to commence and/or finish work at a location away from his/her depot or workshop at the normal commencing and/or finishing time shall be paid a travelling allowance as provided by the Local Government (State) Award.

## CLAUSE 9 - PROTECTIVE CLOTHING/UNIFORMS/ALLOWANCES

### A - GENERAL

- (i) The Council undertakes, at its cost, to supply and have available protective clothing and any safety aids recommended by the Lachlan Shire Council Occupational Health and Safety Committee, and all employees shall wear and use these items as recommended by such Committee. Failure by an employee to follow such recommendations shall be grounds for Council to institute disciplinary procedures against such employee.
- (ii) In addition to any recommendations made under subclause (i), the minimum provisions set out in Parts B shall apply.

### B - WS STAFF AND PS STAFF

- (i) Each employee shall be supplied with one pair of boots and two sets of uniforms per year.  
 Provided that workshop staff (mechanics and welders) shall be entitled to one additional set of uniforms per year.  
 Provided further that the Manager of Technical Services may allow one additional set of uniforms per year for non-workshop employees engaged in regular major plant maintenance and servicing.
- (ii) Where an employee, during the course of his work, sustains damage to his clothing by fire, molten metal, tar or any corrosive substance and it is not attributable to the employee's negligence, the employee shall be entitled to replacement items.
- (iii) All employees engaged in connection with tar and/or bitumen and/or creosote shall be supplied with gloves and overalls. Provided that employees directly engaged in using tar or bitumen emulsions shall be supplied with leather or other suitable type boots.  
 A spray operator shall be provided when requested with a suitable respirator.
- (iv) Employees working in concrete shall be issued with suitable type boots.
- (v) Suitable mica or other goggles shall be provided by Council and shall be worn by each employee called upon to use an emery wheel unless the wheel is effectively screened so as to make the wearing of goggles unnecessary.
- (vi) Employees using plant shall have made available to them where necessary, suitable masks as protection from dust, and ear muffs.
- (vii) Council shall have available suitable waterproof clothing and gum boots for employees who are required, during the course of their normal duties, to work out of doors in wet weather.  
 Where any other employee is required to work where the employee is likely to be exposed to wet weather the employee shall have available suitable waterproof clothing and gum boots.  
 Where an employee fails to return such clothing the employee shall be charged whatever is the value of the clothing at the time of failure to return it.
- (viii) Council shall on request have available to employees engaged in bridge construction one set of gloves as required.
- (ix)
  - (a) Employees spraying herbicides and pesticides shall be supplied with suitable protective clothing. Such employees shall be provided when requested with a suitable respirator,
  - (b) Council shall have on each vehicle fitted with herbicide and/or pesticide spraying mechanism, a tapped container of sufficient clean water, soap and towels to allow employees exposed to such sprays to wash through the day.

- (c) An employee who during the normal working week is engaged continuously in using toxic herbicides and/or pesticides shall be medically examined for occupational exposure at least once in each six months. The net cost of the medical examination shall be paid by Council.
- (x) Where practical no employee shall be required to work alone outside of built-up areas, unless such employee is equipped with an acceptable communication device or is subject to supervision at regular intervals. The determination of 'acceptable communication device' and 'regular intervals' is a matter for determination by the Consultative Committee.
- (xi) Suitable gloves shall be available for employees handling stone, bricks, creosote, tar and like materials.
- (xii) Council shall provide on the job, oil or other suitable solvents, free of charge to employees for the removal from the person of the employee of creosote, tar, bitumen emulsions or similar preparations. Where lime is used for road stabilisation, there shall be provided adequate facilities to enable employees to wash any affected areas and a supply of barrier cream shall be provided for the use of employees required to handle lime.
- (xiii) Safety belts shall be made available for employees engaged in lopping trees.
- (ix) (a) This subclause shall apply to employees required to work in sewer pump wells or on maintenance/installation of sewer pumps.
- (b) Employees actually working at base of pumping station wells removing sludge etc., hosing down walls and fittings or installing or removing the pumps shall be paid at triple time plus ordinary rate whilst so working.
- (c) Employees assisting those employees covered by subclause (b) whilst working outside of well for safety reasons checking the employee working below ground level and lifting sludge by bucket and rope or other means shall be paid at double time.
- (d) Employees engaged in the raising and cleaning of arrestor cages which includes removal of sludge etc by rod or manual means, hosing down of cages and re-lowering of cages, shall be paid at time and one-half rates of pay.
- (e) Mechanics who are required to work on sewer pumps shall be paid at double time as from the time the pumps are removed for repair until such time as the pumps are cleaned of any sewer sludge, etc.

#### C - AS STAFF AND SO STAFF

- (i) Employees shall be entitled to a clothing allowance each week equivalent to 2.75% of Basic Wage for Adult Males. Provided that Council shall have the right, subject to the concurrence of the Consultative Committee, to dictate certain standards of dress in the workplace.

#### D - PAYMENT OF CASH ALLOWANCES

- (i) The allowances prescribed by this clause shall be regarded as part of the salary/wages for purposes of this Agreement.
- (ii) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bear to thirty eight ordinary hours.
- (iii) The allowances prescribed by this clause may be converted from weekly rate to an hourly rate by dividing the weekly rate by 40, or from a daily rate to an hourly rate by dividing the daily rate by 8 to allow for the effects of the vari-leave provisions of this Agreement.

#### CLAUSE 10 - EXPENSES AND ALLOWANCES

- (i) All reasonable expenses, including out-of-pocket and travelling expenses, incurred in connection with an employee's duties shall be paid by the Council and, where practicable shall be included in the next salary/wages payment. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the Council and the employee.
- (ii) Where an employee and Council agree that a telephone installed at the employee's place of abode can be used as a means of communication to such employee the Council shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on Council's behalf on such telephone. This subclause shall be subject to the subscriber's name appearing in the telephone directory or, as otherwise agreed between the Council and the employee.
- (iii) Where by mutual arrangement an employee supplies a mode of conveyance or other equipment the allowance to be made for the use and depreciation of such conveyance and/or equipment shall be mutually agreed upon between the council and the employee. The minimum rate applicable shall be as provided by the Local Government (State) Award.
- (iv) (a) Employees who are required as part of the normal course of their duties to drive a vehicle shall be reimbursed the cost of holding a New South Wales Red, Silver or Gold driver's licence whichever is applicable.
- (b) Where a driver's licence of more than one year's duration has been reimbursed and
  - (1) the employee's service is terminated for any reason; or
  - (2) the employee's licence is revoked, suspended or cancelled then the Council shall be entitled to deduct from the wages or salary due to the employee the balance of the yearly proportionate value of the licence.
- (c) Employees required by Council to obtain a permit from the WorkCover Authority of NSW to operate plant shall be reimbursed by Council for such permit.
- (v) Out-of-pocket expenses which are incurred by an employee, in attending social and/or official functions, when required to do so by the President or General Manager shall be provided by the Council or in lieu thereof the Consultative Committee and Council may agree upon a fixed amount per annum.
- (vi) (a) This subclause shall only apply to SO Staff.
- (b) An employee upon appointment shall be entitled to a refund by Lachlan Shire Council of 40 per cent of the actual cost incurred in the transportation of the employee and family and of the expenses reasonably incurred in conveying furniture and effects from the former place of residence to the appointed town within Lachlan Shire. After eighteen months service with Council the employee shall be entitled to a further 40 percent of the costs herein mentioned.

#### CLAUSE 11 - SICK LEAVE

- (i) Employees who have completed 3 month's service with the Council and are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks on full pay subject to the following conditions:
  - (a) That the Council is satisfied that the sickness is such that it justifies the time off and does not arise from serious misconduct and
  - (b) That the illness or injury does not arise from engaging in other employment and
  - (c) That proof of illness to justify payment will be required after 2 days absence or after 3 separate periods in each calendar year.



- (ii) An employee who has not completed 3 month's service with the Council and is unable due to sickness to attend for duty shall not receive payment for such absence, provided that if the employee subsequently completes the qualifying period and the conditions of subclause (i)(a),(i)(b) and (i)(c) apply to such absence, the employee shall receive retrospective payment for such absence and have the time deducted from his/her sick leave entitlement.
- (iii) Sick Leave not taken under this clause or under the Sick Leave Clauses of the awards rescinded and replaced by this Agreement shall accumulate from year to year so that any balance of leave owing to an employee may be claimed in a subsequent year. The sick leave entitlement accrued shall be the amount the employee was entitled to as prescribed by the appropriate award or agreement at the time of accrual.
- (iv) The council may request employees to attend Council's doctor at Council's cost.
- (v) Where an employee has had 5 years service with Council and his/her sick leave with pay entitlement as prescribed herein has become exhausted, Council, where it considers exceptional treatment is justified, may grant additional paid or unpaid sick leave.
- (vi)
  - (a) In the event of the termination of service of an employee on account of ill-health and the Council is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted.
  - (b) Payment under this clause shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensatable under the Workers Compensation Act, 1987.
  - (c)
    - (i) This subclause shall only apply to those persons who were permanent employees prior to the date of this Agreement, and who were covered by Industrial Agreements Nos 4727, 5270 and 5812 under Section 11 of the Industrial Arbitration Act, 1940.
    - (ii) The requirements of the Industrial Agreements referred to in subclause (c)(i) for employees to be financial members of the appropriate Union, shall not apply as from the date of this Agreement so as to deprive any employee who was previously covered by those Industrial Agreements of application of this clause.
    - (iii) Under no circumstances shall this subclause apply to any person commencing employment with Council after the date of this Agreement.
    - (iv) Subject to S99A of the Industrial Relations Act 1991, an employee, having completed one or more years service with the Council, shall be paid any accumulated sick leave entitlement on termination of his/her service because of retirement due to redundancy, ill-health, death or age.
- (vii) If the employee becomes sick or is injured whilst on annual leave and produces within reasonable time, satisfactory medical evidence that the employee is unable to derive benefit from annual leave, the employee may be granted, at a time convenient to the Council, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of annual leave; provided that the period of sickness or injury is at least seven consecutive days.
- (viii) If the employee becomes sick or injured whilst on long service leave and produces at the time satisfactory medical evidence that the employee is unable to derive benefit from taking of such long service leave, the employee shall be granted, at a time convenient to the Council, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of long service leave, provided that the continuous period of sickness or injury is equivalent to at least one quarter of the period of long service leave taken, or two weeks, whichever is the shorter period and provided further, that such leave shall be debited against the employee's sick leave entitlement.

- (ix) Accumulated sick leave shall be transferable on change of employment from another Council within New South Wales to Lachlan Shire Council to the extent of not more than 13 weeks, provided that an employee shall only be entitled to transfer sick leave calculated since the employee's last anniversary date on a pro rata basis.

Such accumulated sick leave shall only be transferable if the period of cessation of service with the other Council and appointment to the service of this Council does not exceed three months.

#### CLAUSE 12 - PUBLIC HOLIDAYS

- (i) (a) The days on which the following holidays are observed shall be holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Six Hour Day, Christmas Day, Boxing Day, a Picnic Day (applying to all staff and held on the first working day after Boxing Day), and all locally proclaimed holidays within the Council's area and all special days proclaimed as holidays to be observed throughout the whole of the State of New South Wales.
- (b) (i) This subclause shall only apply to SO Staff and AS Staff.
- (ii) Staff covered by this subclause shall be entitled to treat Bank Holiday as a public holiday for purposes of the Agreement.
- (iii) Provided that should a secret ballot of affected staff resolve by a two-thirds majority, such staff may work on the proclaimed Bank Holiday at ordinary time and in lieu thereof take a day's leave on the day immediately following Picnic Day.
- (iv) Further provided that should the Bank Holiday provisions be removed from the Local Government (State) Award, all entitlements under this subclause shall lapse.
- (c) (i) This subclause shall only apply WS Staff and PS Staff, who were permanent employees, prior to the date of this Agreement, and who were covered by Industrial Agreements Nos 4727, 5270 and 5812 under Section 11 of the Industrial Arbitration Act, 1940.
- (ii) The requirements of the Industrial Agreements referred to in subclause (c)(i) for employees to be financial members of the appropriate Union, shall not apply as from the date of this Agreement so as to deprive any employee who was previously covered by those Industrial Agreements of application of this clause.
- (iii) Under no circumstances shall this clause apply to any person commencing employment with Council after the date of this Agreement.
- (iv) Employees, to whom this subclause applies, shall be given and take one day special leave on the first working day following Picnic Day, and for the purposes of this clause such day shall be treated as a Public Holiday.
- (d) Where any of the holidays prescribed by this clause fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (ii) (a) Except as otherwise provided, where an employee is required to work on a public holiday as prescribed by this clause, the employee may elect to be paid at double time and a half inclusive of payment for the day with a minimum payment for four hours worked, or to be paid at time and a half and have equivalent ordinary time added to his/her leave entitlements.
- (b) An employee having exhausted paid sick leave and being absent on leave without pay for the whole of a week in which a public holiday occurs shall not be entitled to payment for such holiday.

- (c) All employees classified in the Operational Band of this Agreement employed in garbage, sanitary and sullage other than supervisors, who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of 4 hours worked, or to be paid at double time and have equivalent ordinary time added to his/her leave entitlements.
- (iii) Any election for payment or time off referred to in this clause must be shown clearly by the employee on his/her timesheet claim. If no such election is clearly shown, the employee will be deemed to have elected to receive payment for such overtime.

### CLAUSE 13 - ANNUAL LEAVE

- (i) Annual leave of absence shall be granted to an employee, after each twelve months service and shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the employee.
- (ii) The quantum of leave referred to in subclause (i) ,exclusive of public holidays observed on working days, shall be :-
- |     |                                       |   |             |
|-----|---------------------------------------|---|-------------|
| (a) | SO Staff and PS Staff and<br>AS Staff | - | five weeks. |
| (b) | WS Staff                              | - | four weeks. |
- (iii) Where an employee with at least 12 months service dies, resigns, retires or the employee's employment is terminated for any reason, the Council shall pay the employee, the employee's spouse or children or legal representative as the case may be, the monetary equivalent for all untaken leave of absence in respect of part year/years of service with the Council and proportionately for the employee's current year of service. Such proportion being equal to 1/12th of the employee's current weekly rate of pay for each completed week of service. The amount payable shall be calculated according to the employees salary prevailing at the time of cessation of employment.
- (iv) Where an employee with less than twelve months service resigns/retires or has his/her services terminated, he/she or his/her legal representative shall be paid for each completed week of service an amount equal to one-twelfth of his/her weekly rate payable at the date of termination of his services.
- (v) Where an employee has acted in a higher grade position and is in receipt of higher grade pay for a period in excess of six months continuously or eight months in the aggregate in the preceding twelve months prior to commencement of his annual leave he/she shall be entitled to receive the rate of pay of such higher grade for the period of his annual leave.

### CLAUSE 14 - ANNUAL LEAVE LOADING

- (i) Before an employee is given and has taken annual leave, or where by agreement between the Council and the employee the annual leave is given and taken in more than one separate period, then before each of such separate periods, the Council shall pay the employee a loading determined in accordance with this Clause.
- (ii) The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Agreement.
- (iii) The loading is to be calculated in relation to any period of annual leave to which the employee becomes or has become entitled, or where such leave is given and taken in separate periods, then in relation to each separate period.
- (iv) The loading is the amount payable for the period or the separate period, as the case may be stated in subclause (iii) of this Clause at the rate per week of 17.5 per cent of the ordinary pay for each annual leave entitlement, except in the following cases:-

- (a) where an employee has acted in a higher grade position as prescribed in subclause(vi) of Clause 13, Annual Leave, of this Agreement he/she shall be entitled to have his/her loading based on the rate of pay for such higher graded position.
- (v) Where the services of an employee are terminated by Council for any cause other than misconduct, or by the employee on account of illness or retirement age as determined by the State Authorities Superannuation Act and/or Regulations and such employee has not taken the whole of his annual leave to which he/she became entitled to after the 30 April 1974, he/she shall be paid a loading calculated in accordance with subclause (iv) of this Clause for the period not taken.
- (vi) Except as provided by subclause (v) of this Clause no loading is payable on the termination of an employee's employment.
- (vii) Notwithstanding any other provision of this subclause the loading referred to in this subclause shall be restricted to four weeks annual leave per annum and additional annual leave due in accordance with subclause (ii) of Clause 13 shall be disregarded in computing annual leave loading entitlements.

#### CLAUSE 15 - LONG SERVICE LEAVE

- (i) (a) Except as hereinafter provided, an employee to whom this Agreement applies upon completion of 10 years continuous service with the Council by which the employee is presently employed shall be entitled to long service leave on full pay as follows:

##### Length of Service Entitlement

After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
For every completed year of service thereafter	2.2 weeks

- (b) Where an employee has completed a least five years service but less than ten years service with the Council, and his/her service is terminated by the Council for any cause or by the employee on account of illness or incapacity or domestic or other pressing necessity or on retirement due to age, or death, the Council shall pay to such employee or his/her legal representative the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service.
- (c) When the service of an employee with ten years but less than fifteen years is terminated for any cause, Long Service Leave shall be deemed to have accrued for the total length of service and an amount equivalent to such accrued Long Service Leave, less such leave already taken, and equivalent to 1.3 weeks for each year of service.
- (d) Where the service of an employee with fifteen years or more service is terminated for any cause, Long Service leave shall be deemed to have accrued for the total length of service and an amount equivalent to such Long Service Leave, less such leave already taken, and equivalent to 1.3 weeks for each year of service up to fifteen years and 2.2 weeks for each year of service from fifteen years onwards.
- (ii) Long Service Leave shall be taken at a time mutually convenient to the Council and employee in minimum periods of 2 weeks; provided that all long service leave accruing on or after the date of this Agreement shall be taken within 5 years of it falling due at a mutually convenient time. If such leave is not taken at a mutually convenient time within that period, Council may instruct the employee to take such leave at a time determined by Council.
- (iii) (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this Clause, all prior continuous service with any other Council or Councils shall be deemed to be service with the Council by which the employee is currently employed within New South Wales.
- For the purpose of this subclause continuous service shall be in accordance with subclause (vii) of this Clause.

- (b) Where an employee transfers from one Council to another, the former Council shall pay to the newly employing Council the monetary equivalent of long service leave for the period of service whether or not such period is or exceeds ten years with the former Council and in respect of which long service leave has not already been taken or paid for in lieu.

The entitlement shall be calculated on the basis prescribed in subclause (i) of this Clause, at the rate of salary payable on the date of transfer of the employee, provided that where an employee has completed at least ten years continuous service with the Council or previously employing Council(s) as prescribed in this Clause that employee may elect to be paid the monetary equivalent of his/her entitlement to such leave in lieu of having the monetary equivalent of long service leave standing to his/her credit transferred to the newly employing Council.

Where the former Council (hereinafter called the currently employing Council) has been paid an amount under this subclause (or under the corresponding provisions of the Award rescinded by this Agreement) in respect of the employee, the monetary equivalent to be paid as aforesaid by the currently employing Council shall be:

For employees with less than fifteen years' service the amount calculated by multiplying, in completed years and months, the employee's period of continuous service with the Council or Councils, as prescribed in paragraph (a) hereof by, the current rate of pay at time of transfer and the leave entitlement for the relevant period of continuous service in terms of subclause (i).

A statement showing all prior continuous service with the Council or Councils of the employee concerned shall be furnished together with details of the assessment of the amount forwarded. Upon receipt of such amount the money shall be paid into a long service leave reserve account and suitable notations made in the Council's Long Service Leave Record.

- (iv) All long service already taken with the Council and with other Councils or bodies established under Local Government legislation, and/or the equivalent of any such leave represented by a cash payment in lieu thereof paid to the employee upon termination of service with any such bodies, shall be deducted from the accrued leave at credit to the employee, as calculated in accordance with the Clause.
- (v) Council which has received under subclause (iii)(b) of this Clause a monetary equivalent for Long Service Leave Entitlement to cover an employee's period of service with a previously employing Council or Councils shall if the employee subsequently leaves the service of that employing Council to seek employment outside Local Government before a long service leave entitlement has become due, refund to such previously employing Council(s) any amount(s) which were received as monetary equivalent(s) from such Council(s).
- (vi) Payment to an employee proceeding on long service leave shall be made by Council when the employee enters upon the leave.
- (vii) For the purpose of this clause the continuity of service shall be deemed not to have been broken by transfer or change of employment from one Council to another provided the period between cessation of service with one Council and appointment to the service of another Council does not exceed three months and such period is covered by accrued annual leave and long service leave standing to the credit of the employee at the time of transfer. Provided further that the employee concerned does not accept employment of any kind during the period of paid leave between the cessation of service with one Council and appointment to the service of another Council.
- (viii) For the purpose of this Clause service shall include the following periods:
- (a) any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a Council;
- (b) in the case of an employee transferred to the service of a Council of a new or altered area, any period of service with the Council from which such employee was transferred;
- (c) service shall mean all service with a Council irrespective of the classification under which the employee was employed;

- (d) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by Council as service at the time leave was taken and excepting periods of unpaid sick leave.
- (ix) Where, after an employee has become entitled to a period of leave, and employment is terminated whether by resignation, death or dismissal for any cause the employee shall be deemed to have entered upon that leave at the date of termination of employment and shall be entitled to payment accordingly.
- (x) Long Service Leave provided by this Clause shall be exclusive of annual leave but inclusive of any other holidays occurring during the taking of any period of long service leave.

#### CLAUSE 16 - VARI-LEAVE

- (i) Employees shall physically work on the basis of 40 hours per week, subject to spread and arrangement of hours set out in clause 4 of 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) Sick leave, annual leave, long service leave, compensatory leave under other clauses of this Agreement, and workers compensation days shall be on an 8 hour basis and vari-leave shall continue to accrue during any such time taken off.
- (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 an employee's discretion, provided that at least three (3) days notice is given to Management. Where notice of less than three days is given, vari-leave may only be taken if mutually convenient to Management and the employee.
- (vi) Vari-leave may accrue for 12 months or the equivalent of thirteen (13) days in each year.
- (vii) Where vari-leave has accrued in excess of 13 days, the leave shall be taken at the discretion of Council, provided that Council shall give two weeks notice to an employee to reduce accumulated vari-leave. Further provided that should an employee fail, without reasonable cause, to reduce such leave accrual after receiving the required two week's notice, all vari-leave accrual in excess of the 13 days shall lapse.
- (viii) Vari-leave shall be taken in minimum increments of four hours.
- (ix) A statement of all leave accrued shall be given to employees on at least a monthly basis.
- (x) Ordinary hours payments shall be calculated on 1/40th of normal weekly pay rates.
- (xi) Overtime payments where applicable shall be calculated on pay rates of 1/38th of normal weekly pay rates so as to achieve the correct hourly rate as no vari-leave accrual attaches to overtime hours.

#### CLAUSE 17 - DEFERRED ANNUAL LEAVE PAYMENT

- (i) (a) This clause shall only apply to those persons who were permanent employees prior to the date of this Agreement, and who were covered by Industrial Agreements Nos 4727, 5270 and 5812 under Section 11 of the Industrial Arbitration Act, 1940.
- (b) The requirements of the Industrial Agreements referred to in subclause (i)(a) for employees to be financial members of the appropriate Union, shall not apply as from the date of this Agreement so as to deprive any employee who was previously covered by those Industrial Agreements of application of this clause.
- (c) Under no circumstances shall this clause apply to any person commencing employment with Council after the date of this Agreement.

- (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 equivalent to 20% of his/her basic entitlement of annual leave (including leave loading, but 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 Council's investment rate, but in no case shall such rate be less than five per cent (5%) per annum.
- (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.

#### CLAUSE 18 - SPECIAL LEAVE

- (i) Jury Service - An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Council up to a maximum of five days in the period of two years an amount equal to the difference between the amount paid in respect of attendance for jury service and the amount of wages the employee would have received in respect of the ordinary time which would have been worked had the employee not been on jury service.

An employee shall notify the Council as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give Council proof of attendance and the amount received in respect of such jury service.

- (ii) Where an employee is absent from duty because of a death in the family, the employee shall be granted leave of absence of two days with pay, one of which shall be the day of the funeral.

For the purpose of this Clause, family shall mean mother, father, sister, brother, spouse, daughter, son, parents-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and grandchild. This sub-clause shall equally apply to a de facto spouse.

- (iii) (a) Compassionate leave, other than as prescribed in subclause (ii) shall only be granted in extraordinary or emergent circumstances.
- (b) Any absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee, rather than Council, may be covered by the grant of leave without pay or if the employee so desires, charged against the employee's annual leave credit.
- (c) In only the most exceptional circumstances shall leave exceeding three days be granted to an employee in any year.
- (iv) The provisions of the Industrial Relations Act 1991 shall apply to the granting and taking of Maternity / Paternity / Adoption Leave.
- (v) Examination Leave - Employees required to undertake examinations as part of a course of study, approved by Council, shall be granted leave with pay to attend such examinations provided that Council shall reserve the right to review such leave if the employee fails to proceed to the next stage of the course.
- (vi) Employees required by Council to attend a course at a Technical and Further Education College shall be granted leave with pay to attend such course required by the College.
- (vii) Employees who are required to attend a compulsory residential school for a course approved of by Lachlan Shire Council shall be entitled during each semester to leave with pay to attend such school.

The above leave shall be restricted to a maximum of ten (10) days in any one year, but shall not apply should an employee be repeating any subject.

An employee attending the compulsory residential school as prescribed by this subclause shall be entitled to receive the equivalent of a 1st class return rail fare between the railway station nearest to his/her place of residence and the college attended in accordance with this subclause. The rail fare shall be payable unless other mutually satisfactory arrangements are made.

- (viii) (a) An employee of Council who is an accredited delegate to a relevant Union's Annual Conference shall be entitled to paid leave of absence not exceeding three days to attend the Conference; provided that should there be more than one accredited delegate from a Council, such leave with pay is at the discretion of Council.
- (b) Paragraph (a) of this subclause shall not apply where, in the opinion of Council, there is a bona fide reason for refusing such paid leave to attend the conference.
- (ix) An employee who has been sponsored by a relevant Union to attend a course of training conducted by or with the support of the Trade Union Training Authority, shall be entitled to paid leave of absence to attend such course; provided that Council shall not be called upon to pay more than 10 days leave per calendar year irrespective of the number of Council's employees who attend the aforementioned courses.

#### CLAUSE 19 - LEAVE WITHOUT PAY

- (i) Leave without pay may be granted by Council on application by an employee who must supply Council with full and cogent reasons for such application. Generally, such leave will not be granted for purely recreational purposes.
- (ii) Periods of leave without pay, taken at a time mutually convenient to Council and the employee, shall not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or annual leave loading. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.

Nothing in this subclause shall be deemed to refer to sick leave without pay approved as such by Council.

- (iii) Where an employee is absent from work on approved leave without pay, he shall not be entitled to payment for any holiday which occurs during the period of absence.

#### CLAUSE 20 - PAYMENT TO NEXT-OF-KIN

- (i) Where the service of an employee, who is entitled to wages or any leave (including deferred leave loading under clause 17) or any proportion thereof, is terminated by his/her death, Council shall pay any moneys due in respect of such leave to :-
  - (a) the widow or widower of the deceased employee, or where the deceased employee does not leave a widow or widower to the children by marriage or adoption of the deceased employee in equal shares or
  - (b) the legal representative of the deceased employee where such deceased employee does not leave a widow or widower or does not leave children by marriage or adoption, or
  - (c) the spouse, defacto or other relative of the deceased employee as may be designated, by written authority lodged with the Council by the employee.
- (ii) Where the person to whom payment is to be made in accordance with subclause (i) of this clause, is :-
  - (a) a child of the deceased employee who has not attained the age of twenty-one years, the Council shall pay the whole or share of the amount involved to the legal representative of the deceased employee on behalf of such child;
  - (b) an adult, who is in the opinion of Council not able to provide a proper acquittance, Council shall pay the whole or such part share of the amount involved to the legal representative of the deceased employee on behalf of such adult.



- (iii) Where payment of the money value of all such leave has been made under subclause (i) or (ii) of this clause, no action may be brought against Council for payment of any amount in respect of such leave.

#### CLAUSE 21 - RESIDENCE / ACCOMMODATION

- (i) Where an employee is supplied by the Council with a residence (with or without additional concessions such as fuel and lighting), the weekly value of such residence (and concessions) shall be agreed upon between the Council and the employee, or upon their failure to agree, shall be settled by the Consultative Committee. The weekly value so arrived at may be deducted from the salary/wages fixed by this Agreement in respect of the employee.

#### CLAUSE 22 - PAYMENT OF WAGES

- (i) Employees shall be paid weekly.
- (ii) Council may pay cash, cheque or, where Council and employee agrees, direct credit to the employee's nominated account. Where Council pays by cheque or direct credit, all charges ancillary to such payment shall be met by Council.
- (iii) Council shall fix a regular payday for the payment of wages where mutually agreed between the Council and the employee. Council may alter the pay day if there is prior agreement with employees.
- (iv) If the Council and employees cannot agree to alter the method payment of wages, the dispute procedure is to be followed.
- (v) Nothing in the Agreement shall alter the timing of payment for work performed as against that which existed prior to the implementation of this Agreement.

#### CLAUSE 23 - USE OF SKILLS

- (i) The parties to this Agreement are committed to improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.
- (ii) Council may direct the employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (iii) (a) 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.
- (b) The provisions of subclause (iii)(a) shall not apply to periods of so relieving, where the relieved employee is absent from his/her normal duty because of attending Council approved conferences, seminars, or training programmes, unless such period of relieving exceeds five consecutive normal working days, or ten working days in a calendar year. In the event of the relief period exceeding these periods, the provisions of subclause (iii)(a) shall apply for the whole of the period involved.
- (c) The provisions of subclause (iii)(a) shall not apply to periods of so relieving, where the relieved employee is absent from his/her normal duty on paid leave of any kind unless such period exceeds three consecutive working days. In the event of the relief period exceeding this period, the provisions of subclause (iii)(a) shall apply for the whole of the period involved.
- (d) 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 in to the base rate for such position.

#### CLAUSE 24 - APPOINTMENTS AND PROMOTIONS

- (i) An appointment or promotion to a new or vacant position within Council's service shall be made in accordance with merit. When assessing the merit of the application the following criteria shall be considered:
- (a) qualifications, specialist knowledge and skills possessed,
  - (b) relevant experience in the field of the new or vacant position,
  - (c) performance in previous position.
  - (d) personal attributes and potential possessed.
- (ii) In the event that two or more applicants are equal in merit, preference of employment shall be given to an existing employee of Council.
- (iii) Where requested, internal applicants shall be given the reasons in writing for not being appointed.
- (iv) (a) This subclause shall only apply to PS and AS Staff.
- (b) An employee who wishes to appeal against an appointment must do so in writing to the General Manager and the Municipal Employees' Union within ten(10) working days of being notified that the application was unsuccessful. No appointment shall be made during this period or in the event of an appeal until the matter has been resolved by Council.
- (c) Where the matter cannot be resolved by Council, the Union may forthwith notify the Industrial Registrar of a dispute under the appropriate industrial legislation, and no formal appointment shall be made until such dispute has been finalised.

#### CLAUSE 25 - DISCIPLINARY PROCEDURES

- (i) Where an employee's work performance or conduct is considered to be unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved by the appropriate officer of Council or the President or the Council or an appropriate Committee of Council.
- Unsatisfactory work performance or conduct shall include neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (ii) Where there is a re-occurrence of unsatisfactory performance or conduct, the employee shall be warned formally in writing and counselled.
- Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling.
- The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) If the employee's unsatisfactory performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a "final warning", in writing, giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (iv) If the employee's performance or conduct does not improve after the "final warning", further disciplinary action shall be taken under the terms of the Agreement or Section 99 of the Local Government Act.

- (v) This shall not affect the rights of the Council to suspend under Section 99 of the Local Government Act or take other disciplinary action before and/or during the above procedure in cases of misconduct or where the employee's performance warrants such action.
- (vi) Either Council or the employee may request the presence of a Union representative at any stage in the above procedure.
- (vii) This procedure shall not affect either party's right to institute the dispute procedure of the Agreement or to notify the Industrial Registrar as to the existence of an industrial dispute.
- (viii) Employees shall have access to their personal file and may take notes and/or obtain copies of the contents of the file.

#### CLAUSE 26 - TERMS OF EMPLOYMENT

- (i) Except where otherwise provided for in the terms of employment and as provided in the Local Government Act 1919, as amended, an employee shall give to Council and Council shall give to an employee two weeks' notice of termination of employment.
- (ii) Council shall be entitled to deduct out of the employee's salary/wage such sums as the employee authorises, in writing, in respect of contributions or payments approved of by Council, repayment to Council of moneys due by the employee under agreements entered into between the employee and Council, and for rent due to Council by the employee.
- (iii)
  - (a) Before an employee commences duty with Council, on any basis, Council shall conduct a medical examination of the employee at Council's expense.
  - (b) Council may accept a certificate of fitness for employment issued by a medical practitioner within the previous 3 months in place of the medical examination referred to in subclause (iii)(a).

#### CLAUSE 27 - SKILL DESCRIPTORS

This agreement recognises the skill descriptors as set out in Clause 5 of the Local Government (State) Award.

#### CLAUSE 28 - CONSULTATIVE COMMITTEE

Reference in this agreement to 'Consultative Committee' means the duly established Lachlan Shire Consultative Committee.

#### CLAUSE 29 - TRAINING AND DEVELOPMENT

This Agreement recognises the requirements of Clause 12 of the Local Government (State) Award, and the Consultative Committee shall have the prime responsibility to make recommendations to Council in this regard.

#### CLAUSE 30 - PERFORMANCE EVALUATION AND REWARD

This Agreement recognises the requirements of Clause 13 of the Local Government (State) Award, and the Consultative Committee shall have the prime responsibility to make recommendations to Council in this regard.

#### CLAUSE 31 - INDUSTRIAL/COUNCIL AGREEMENTS

- (i) As from the date of this Agreement the following Industrial Agreements under Section 11 of the Industrial Arbitration Act shall be revoked :-
- (a) Agreement No 4727 filed with the Industrial Registrar on 26th April 1973
  - (b) Agreement No 5270 filed with the Industrial Registrar on 17th December 1974
  - (c) Agreement No 5812 filed with the Industrial Registrar on 29th June 1977
- (ii) Except as provided in this Agreement none of the terms of the Industrial Agreements referred to in subclause (i) shall apply or carry over to any employee of Lachlan Shire Council.
- (iii) The Council Agreement made on the 20 May 1992 and applying to SO Staff and AS Staff, shall still apply and where inconsistent with this agreement shall have precedence.

### CLAUSE 32 - REDUNDANCY

Where a position is declared redundant by Council, or is declared vacant as a consequence of State legislation, such position shall be deemed to be redundant for the purposes of this clause and the following shall apply :

- (i) The termination of employment of affected employees shall be treated as if the termination was retirement through age, and all provisions relating to retirement in this agreement and the relevant awards shall apply to the termination.

In addition to any benefits provided by this agreement the Council shall pay to the employee, for each year, or part thereof, of continuous service in Local Government :-

- \* 0-13 years service - 2 weeks salary/wages.
- \* 14-20 years service - 1 weeks salary/wages.
- \* 21+ years service - .5 week salary/wages.

Provided that in no case can the aggregate of weeks salary/wages exceed that which the terminated employee would have received had he/she continued in employment of Council until the sixty-fifth anniversary of his/her birth.

- (ii) If the employee is retained by Council but in a lower-salaried position, the employee shall be entitled to remain for two years on existing pay and conditions. Provided that the employee shall have the right to elect to leave the employment of Council and have the provisions of subclause (i) apply to his/her termination. Further provided that this right of election must be exercised within the first six months of the aforementioned two year period.

Employees affected by this subclause shall, during the aforementioned two year period, be given priority of access to any suitable training approved by the Consultative Committee.

- (iii) Where termination of services is involved, and the affected employee is a member of a union, no action shall be taken to terminate the employee's service until such union has been given the opportunity to negotiate with Council on a redundancy package.

### CLAUSE 33 - AWARD SAVING

- (i) Unless varied either expressly or impliedly by this Agreement, the appropriate award conditions shall apply.

CLAUSE 34 - DISPUTES PROCEDURE

- (i) Any grievance, complaint or dispute shall in the first instance be discussed at the local level between the General Manager or his/her delegate and representatives of the employees.
- (ii) Should the matter not be resolved at the local level, it shall be referred to the appropriate Union for discussion with representative(s) of Council.
- (iii) Should the matter not be resolved, discussions shall take place between representatives of Council, the Association and the Union or Unions.
- (iv) At any stage of the disputes procedure, any party may notify the Industrial Registrar as to the existence of an industrial dispute.
- (v) Work shall continue as normal in accordance with this agreement, whilst a matter in dispute is still in the course of negotiation and / or arbitration.

CLAUSE 35 - AREA, INCIDENCE AND DURATION

- (i) This Agreement shall apply to all persons in the employ of LACHLAN SHIRE COUNCIL, other than those employees engaged at the Condobolin District Retirement Village and covered by the Nursing Homes & C. Nurses' (State) Award and the Voluntary Care Association (State) Award.
- (ii) It shall be for a period of THREE (3) years, or until such time as it is rescinded or replaced.
- (iii) It shall operate as from the date of registration.

The Common Seal of the Lachlan Shire Council was hereunto affixed pursuant to a resolution of the Council passed on 24th March 1992

For and on behalf of the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

*Environment*  
For and on behalf of the Health and Building Surveyors' Association of New South Wales.

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

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

*G. M. Hill*  
.....  
Shire President

*[Signature]*  
.....  
General Manager

*J. J. Merchant*  
.....  
General Secretary

*[Signature]*  
.....  
Secretary

*[Signature]*  
.....  
Secretary

*[Signature]*  
.....  
Secretary



