

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/93

TITLE: Randwick City Council Senior Officers Enterprise Agreement
99/6359

I.R.C. NO: 99/6359

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**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to Senior officers of Randwick City Council**

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

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Enterprise Agreement

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ANNEXURES

1	Job Evaluation Manual
2	Guidelines on Performance Development

1. Title and Intention of the Parties

This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the Industrial Relations Act 1996, and shall be known as the Randwick City Council Senior Officers Enterprise Agreement and shall provide the basis for determining the salaries and conditions of employment of the senior officers as specified by this Agreement employed by Randwick City Council.

2. The Parties

The Parties to this Agreement are Randwick City Council (herein after referred to as Council), the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Local Government Engineers' Association of New South Wales and the Environmental Health and Building Surveyors' Association of New South Wales.

3. Duress

This Agreement has been entered into without duress by any party

4. Duration

The Agreement shall come into operation from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.

5. Definitions

Award: Shall mean the Local Government (State) Award 1997, and any Award which succeeds this Award, which prior to the making of this Agreement provided the minimum salary and conditions for Senior Officers of Council. Clauses in this Agreement, which are consistent with the Award, shall remain consistent with any future amendments to the Award.

Council: Shall mean the Randwick City Council.

Council Policy: Shall mean policy adopted by MANEX of Council in consultation with the affected Senior Officers.

Employee: Shall mean, for the purpose of determining eligibility to the benefits of this Agreement, an employee whose position within Council attracts a work value of in excess of 675 work value points using Council's Job Evaluation System.

Unions: Shall mean the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Local Government Engineers' Association of New South Wales and the Environmental Health and Building Surveyors' Association of New South Wales.

Salary: Shall mean remuneration for the employee's position as established through the process of Job Evaluation and the identification of essential skills at entry level as outlined in the position descriptions. Salary shall not include superannuation payments.

Salary System: Shall determine the salary range for each Senior Officer and the method of receiving increases above the minimum of the range relevant for the Grade of the position.

6. Salaries

6.1 Salary System

- (i) Employees shall be paid in accordance with the salary range for the Grade into which Council's Job Evaluation System, as attached in Annexure 1, places their position.
- (ii) Placement of an employee within the salary range, established for the Grade, shall be based on the experience and depth of knowledge an individual brings to a position and the objective existence of a market premium should that be relevant to the position.
- (iii) Progression through the salary range established for the Grade shall be based on a performance score in excess of 60 in Council's Performance Development System, which shall be established through a process of annual salary review as detailed in the Guidelines on Performance Development, as attached in Annexure 2. Steps of progression within the salary range for the Grade shall be equivalent to 25% of the range for the Grade.
- (iv) The implementation of the salary system and other features of this Agreement shall not affect the operation of Council Policy and its application to Senior Officers.

6.2 Annual Salaries

Senior Officers of Council shall be paid an annual salary in the range detailed below based on the work value and Grade of the position they hold.

SENIOR OFFICER GRADE	WORK VALUE POINT RANGE	SALARY RANGE PER ANNUM	SALARY RANGE PER ANNUM As at 24/10/98	SALARY RANGE PER ANNUM As at 24/10/99
Grade 22	826 - 875	\$85,000 - \$95,000	\$87,763 - \$98,086	\$90,615 - \$101,274
Grade 21	776 - 825	\$80,000 - \$90,000	\$82,600 - \$92,925	\$85,285 - \$95,945
Grade 20	726 - 775	\$75,000 - \$85,000	\$77,438 - \$87,763	\$79,955 - \$90,615
Grade 19	676 - 725	\$70,000 - \$80,000	\$72,275 - \$82,600	\$74,624 - \$85,285

The annual salaries detailed above equate to the weekly salaries detailed in the table below.

SENIOR OFFICER GRADE	WORK VALUE POINT RANGE	SALARY RANGE PER WEEK	SALARY RANGE PER WEEK As at 24/10/98	SALARY RANGE PER WEEK As at 24/10/99
Grade 22	826 - 875	\$1,628 - \$1,820	\$1,681 - \$1,879	\$1,736 - \$1,940
Grade 21	776 - 825	\$1,533 - \$1,724	\$1,582 - \$1,780	\$1,634 - \$1,838
Grade 20	726 - 775	\$1,437 - \$1,628	\$1,483 - \$1,628	\$1,532 - \$1,736
Grade 19	676 - 725	\$1,341 - \$1,533	\$1,385 - \$1,582	\$1,430 - \$1,634

6.3 Superannuation

Senior Officers shall be entitled to an employer contribution of 10% of their salary into a superannuation scheme of their choice. The level of employer contribution shall be made regardless of the superannuation scheme of which the employee is a member. Contributions in excess of this amount may be made by the employee by salary sacrifice. Salary sacrifice, made in order to increase the level of superannuation contribution, shall not reduce the salary below the rate which applies to Level 4 of the Professional / Specialist Band of the Award. The level of superannuation contributions made by Council, on behalf of the employee, shall be increased consistent with movements in occupational superannuation determined by the Commission for Insurance and Superannuation.

6.4 Motor Vehicles

Senior Officers shall be entitled to the private use of a Council supplied motor vehicle based on the payment of a lease back payment consistent with Council's Motor Vehicle Policy as varied from time to time. The level of lease back payments shall be fixed for the duration of the Agreement at a level consistent with the table below.

VEHICLE LEVEL	SEDAN	STATION WAGGON
Holden Commodore Executive, or equivalent.	\$72.45	\$83.71
Holden Berlina, or equivalent.	\$94.39	\$116.78

If the method of calculation varies from Council's current policy the employee parties to this Agreement will not be disadvantaged.

7. Payment of Employees

- 7.1 Council shall pay employees employed pursuant to this Agreement by the fortnight. Any other period shall be by agreement between Council and the employees affected.
- 7.2 Council shall pay by direct credit to the employee's nominated account. Council shall meet all charges ancillary to such payment.
- 7.3 Council shall fix a regular day for the payment of employees. Council may alter the pay day if there is prior agreement with employees affected.
- 7.4 Employees shall not suffer any reduction in their salary where they are prevented from attending work due to natural disasters, man made disasters, or other climatic circumstances beyond their control.
- 7.5 Council shall be entitled to deduct from the employee's salary such amounts as the employee authorises in writing.

8. Expenses

8.1 Telephone

Where an employee and Council agree that a telephone installed at the employee's residence can be used as a means of communication to such employee 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.

8.2 Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by Council and, where practicable shall be included in the next pay period. The method and mode of travelling and any other travelling arrangements shall be arranged mutually between Council and the employee.

8.3 Car Allowance

Where by agreement an employee supplies a car for use on Council business the allowance to be made for the use and depreciation of such vehicle shall be:-

Piston Engine Capacity	Rate Per Kilometre (Cents)
Up to 2.5 litres	46
2.5 litres and over	54

9. Use of Skills

9.1 An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.

The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual employee such as the use of a community language or first aid, which are required by council to be used as an adjunct to the employee's normal duties.

Employees who are required by council to use such additional skill(s) in the performance of their duties shall have the use of those skill(s) considered in the evaluation of the position provided that:

- (a) the employee shall be accredited as appropriate;
- (b) prepared to be identified in the council as possessing additional skill(s);
- (c) available to use the additional skill(s) as required by council;
- (d) recognised by council as a regular user of the additional skill(s) as an adjunct to their normal duties.

Provided further that council shall establish a minimum level of usage of additional skill(s) for this subclause to apply.

9.2 The parties are committed to improving skill levels and removing impediments to multiskilling and broadening the range of tasks that the employee may be required to perform.

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- 9.3 Council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- 9.4 An employee required to relieve in a position which is at a higher Grade within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- 9.5 Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position.

10. Hours of Work

- 10.1 The ordinary hours of work shall be thirty (35) per week and shall be worked in a manner to ensure the requirements of the position are effectively met.
- 10.2 A flexible approach shall be adopted by management and senior officers in relation to working hours and arrangements and the focus of such flexibility shall be on ensuring that customers, whether they be internal or external, are provided with a superior level of service.
- 10.3 The commencing and finishing times of employees currently in operation may be altered by agreement between the Director and the Senior Officer.
- 10.4 Any agreement to alter the spread of hours as provided for in this subclause must be genuine with no compulsion to agree.
- 10.5 Time-off-in-lieu shall operate in a flexible manner to ensure a balance is achieved in the operation of working hours between the hours of work required to effectively undertake the requirements of the position and needs of the individual.
- 10.6 Where the Director/Manager requires a senior officer to attend a meeting, or other work requirement, outside the spread of ordinary hours, the time required at such meeting, or to perform the specified duties, shall be accumulated as time-off-in-lieu. Time-off-in-lieu may be accumulated by a senior officer up to a maximum of five (5) days at any one time. Time-off-in-lieu shall be taken at a time which mutually convenient to the Director/Manager and the senior officer.

11. Public Holidays

11.1 The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and all locally proclaimed holidays, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.

11.2 Union Picnic Day shall for the purposes of this Agreement, be regarded as a holiday. The Picnic Day shall be on such day as is agreed between Council and the unions.

Production of the butt of the picnic ticket issued to the employee may be required by Council for the payment of the day to be made.

11.3 (i) Where any of the holidays prescribed by this Agreement fall on a day ordinarily worked by the employee, the employee shall not have a reduction in salary.

(ii) Where an employee is required to work ordinary hours on a holiday as prescribed by this Agreement, Council and the employee may agree that the employee be paid for the hours worked on the holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.

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12. Leave Provisions

12.1 Sick Leave

12.1.1 Employees who are unable, due to sickness, to attend for work shall be entitled during each year of service to sick leave of three weeks at the ordinary rate of pay, subject to the following conditions:

- (a) Council shall be satisfied that the sickness is such that it justifies the time off, and
- (b) That the illness or injury does not arise from engaging in other employment, and
- (c) That the proof of illness to justify payment shall be required after two (2) days absence, or after three (3) separate periods in each service year, and
- (d) When requested, proof of illness shall indicate the employee's inability to undertake their normal duties.

12.1.2 Proof of illness shall include certification from a qualified medical/health practitioner, registered with the appropriate government authority.

12.1.3 Council may require employees to attend a doctor nominated by Council at Council's cost.

12.1.4 Sick leave shall accumulate from year to year so that the balance of the entitlement to sick leave not taken in any one year of service may be taken in a subsequent year or years.

12.1.5 Where an employee has had 10 years' service with Council and the sick leave entitlement as prescribed has been exhausted, Council shall grant such additional paid leave as, in its opinion, the circumstances warrant.

12.1.6 Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated 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 council and appointment to the service of another council does not exceed three months.

The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.

12.1.7 Senior Officers employed by Council prior to 14 February 1988 shall be entitled to accumulated untaken sick leave on the basis as detailed in the table below.

PAYMENT OF ACCUMULATED UNTAKEN SICK LEAVE			
REASON FOR TERMINATION	EMPLOYMENT COMMENCED PRIOR TO 1 JANUARY 1974	EMPLOYMENT COMMENCED BETWEEN 1 JANUARY 1974 AND 1 AUGUST 1981	EMPLOYMENT COMMENCED BETWEEN 1 AUGUST 1981 AND 14 FEBRUARY 1988
Resignation	Total Untaken Sick Leave accrued to 14 February 1993.	Nil	Nil
Retirement	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Ill Health	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Redundancy	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Death	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Council Decision - Any reason except misconduct.	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Misconduct	Nil	Nil	Nil

12.2 Carer's Leave

12.2.1 Use of sick leave: an employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 12.2.3 who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 12.1, Sick Leave of this Agreement, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

12.2.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

12.2.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- a) the employee being responsible for the care of the person concerned; and
- b) the person concerned being:
 - 1) a spouse of the employee; or
 - 2) a defacto spouse who, in relation to the person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - 3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster or step sibling) of the employee or spouse or de facto spouse of the employee; or
 - 4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - 5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - a) "relative" means a person related by blood, marriage or affinity;
 - b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

- c) "household" means a family group living in the same domestic dwelling.

12.2.4 An employee shall, wherever practicable, give Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

12.2.5 Time off in Lieu of Payment for Overtime: An employee may, with the consent of Council, elect to take time off in lieu accumulated in accordance with the provisions of this Agreement for the purpose of providing care and support for a person in accordance with subclause 12.2.3.

12.2.6 Makeup: An employee may elect, with the consent of Council, to work "make-up time", under which the employee takes time off during ordinary hours and works those hours at a later time, within the spread of ordinary hours provided in the contract, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause 12.2.3.

12.2.7 Annual Leave and Leave Without Pay: An employee may elect, with the consent of Council, to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause 12.2.3. Such leave shall be taken in accordance with subclause 12.3, Annual Leave of this Agreement.

12.3 Annual Leave

12.3.1 Annual leave of absence consisting of 23 days at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, for each 12 months service and, except as provided for in 12.3.2, shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the employee.

12.3.2 Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:

- (a) where the employee has accumulated in excess of eight weeks annual leave
- (b) a period of annual close-down of up to and including 23 days, or other period by agreement.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of close down, the balance of such leave shall be taken in accordance with subclause 12.3.1.
- (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, Council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
- (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with Council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
- (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.

12.3.3 Council shall pay each employee before the commencement of the employee's annual leave.

12.3.4 On resignation or termination of employment, Council shall pay to the employee any accrued annual leave. In addition, the employee shall be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed week of service. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service.

Provided that the employee shall not receive payment for more than twenty-three (23) days annual leave for any period of twelve months.

12.3.5 Where an employee receives a varying rate of pay for 6 months in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

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12.4 Long Service Leave

12.4.1 (a) An employee of Council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:-

LENGTH OF SERVICE	ENTITLEMENT
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

(b) An employee who has completed at least five years but less than ten years service with Council shall receive the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in monthly periods. This payment shall be subject to the termination of employment by Council for any cause, other than serious misconduct, or termination by the employee on account of illness or incapacity or domestic or other pressing necessity or retirement in accordance with relevant legislation or death.

(c) Where an employee has completed more than ten years service with Council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

12.4.2 (a) Long service leave shall be taken at a time mutually convenient to Council and employee in minimum periods of one week provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.

(b) Payment to an employee proceeding on long service leave shall be made by Council at the employee's ordinary rate of pay at the time the employee enters upon the leave.

(c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.

12.4.3 (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 within New South Wales shall be deemed to be service with the council by which the employee is currently employed.

(b) 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 and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work 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.

12.4.4 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.

12.4.5 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.

12.4.6 When an employee transfers from one Council to another, the former Council shall pay to the newly employing Council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least ten years continuous service may elect to be paid the monetary equivalent of the entitlement.

Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with council(s).



A statement showing all prior continuous service with the Council(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the Council's Long Service Leave Record.

- 12.4.7 A Council which has received under subclause 12.4.6 a monetary equivalent on long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing Council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing Council(s) the amount paid.
- 12.4.8 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 10 of this Agreement, occurring during the taking of any period of long service leave.
- 12.4.9 When the service of an employee is terminated by death Council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- 12.4.10 Where an employees service is terminated through illness certified by duly qualified medical practitioner and such employee is re-employed by Council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

12.5 Other Paid Leave

12.5.1 Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by Council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify 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, the duration of such attendance and the amount received in respect of such jury service.

12.5.2 Bereavement Leave

Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a) – (e) below and provides satisfactory evidence to Council of such, the employee shall be granted two days leave with pay upon application.

Persons in respect to whom bereavement leave may be claimed shall include:

- (a) a spouse or de facto spouse of the employee, or
- (b) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including foster, step parents and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee, or
- (c) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fides domestic basis; or
- (d) a relative of the employee who is a member of the same household, where for the purposes of this paragraph;
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.

12.5.3 Trade Union Training Leave

An employee who has been sponsored by the union to attend a course of training conducted by or with the support of the Trade Union Training Australia Inc, shall be entitled to paid leave of absence to attend such course; provided that Council shall be called upon to pay more than 10 days leave per calendar year irrespective of the number of council employees who attend the aforementioned courses.

12.5.4 Union Conference Leave

An employee of Council who is an accredited delegate to the union's Annual Conference shall be entitled to paid leave of absence for the duration of the conference; provided that should there be more than one accredited delegate per union from Council, such leave with pay is at the discretion of Council.

12.6 Leave Without Pay

12.6.1 Periods of leave without pay, shall be taken at a time mutually convenient to Council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.

12.6.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

13. Job Share Employment

- 13.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 13.2 (a) Job sharing shall be entered into by agreement between Council and the employees concerned.
- (b) Such agreement shall be referred to the consultative committee for information.
- 13.3 Council and the job sharers shall agree on the allocation of work between job sharers.
- 13.4 (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 10, Hours of Work of this Agreement.
- (b) The job sharers in conjunction with Council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- 13.5 (a) In the absence of a job sharer the remaining job sharer(s) may be required by Council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
- (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 13.6 A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 10, Hours of Work of this Agreement, the provisions of that clause shall apply.
- 13.7 Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- 13.8 (a) Job sharers shall have access to all provisions of this Agreement including training and development.
- (b) Job sharers shall receive pro-rata pay on conditions in proportion to the ordinary hours worked by each job sharer.
- (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

(d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

13.9 In the event of a job sharer vacating the position Council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.

13.10 The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by Council.

14. Training and Development

14.1 The parties to this Agreement recognise that increasing the efficiency and productivity of Council's operations and services requires a greater commitment to education, training and skill maintenance, development and enhancement. All employees shall have reasonable and equitable access to training.

Accordingly the parties commit themselves to:

(a) developing a more highly skilled and flexible workforce;

(b) providing employees with career opportunities through appropriate education and training to acquire additional skills; and

(c) removing barriers to the utilisation of skills acquired in accordance with Council's training plans.

14.2 Career Path Development

(a) Career structures shall:

1. Provide for the development of new skills through education and on and off-the-job training.

2. Provide for mobility through and across the Grades of the Agreement.

(b) Employees shall be given equal access and reasonable opportunities to progress through a career structure by participation in council's training plan.

14.3 Training Plan and Budget

(a) Council shall develop a training plan and budget consistent with:

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1. The current and future skill requirements of Council.
 2. The size, structure and nature of the operations of Council.
 3. The need to develop vocational skills relevant to Council and the Local Government industry.
- (b) In developing the training plan, the Council shall have regard to corporate, departmental and individual training needs.
- (c) The training plan shall be designed in consultation with the consultative committee.
- (d) The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.
- (e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
- (f) Selection of participants to receive council required training in accordance with council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.

14.4 If an employee is required by Council to undertake training in accordance with Council's training plan:

- (a) Council shall grant the employee paid leave to attend course requirements including examinations where the training is undertaken during ordinary working hours;
- (b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which Council will grant paid leave to attend such course requirements shall be specified in the training plan;
- (c) Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
- (d) Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements; and
- (e) reasonable travel arrangements shall be agreed.