

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA24/09

TITLE: The Hills Shire Council Enterprise Agreement 2024-2027

CASE NO: 2024/414250

DATE APPROVED/COMMENCED: 11 November 2024 / 01 July 2024

TERM: 36 months

NEW AGREEMENT OR VARIATION: Replaces EA21/09

GAZETTAL REFERENCE: 29 November 2024 (397 I.G. 161)

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all employees employed by The Hills Shire Council located at 3 Columbia Court, Norwest, NSW 2153, with the exception of Senior Staff designated in accordance with the provisions of the Local Government Act 1993 (NSW).

PARTIES:

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

This is the annexure marked "A"
referred to in the affidavit of

Michael Edgar

sworn at 3 Columbia Court, Norwest NSW 2153

This 29th day

of October 2024

Before me



Justice of the Peace / Solicitor

MICHAEL SPENCE
JUSTICE OF THE PEACE
REG. No. 760515

ANNEXURE "A"



THE HILLS SHIRE COUNCIL

Enterprise Agreement No.6

1 July 2024 - 30 June 2027

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1. TITLE

This Agreement shall be known as The Hills Shire Council Enterprise Agreement 2024-2027.

2. PARTIES TO THE AGREEMENT

This Agreement has been entered into between The Hills Shire Council, a Council constituted under the Local Government Act, 1993, and the following parties:

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

The parties to This Agreement are committed to the participation of Employees in the negotiation of this Agreement and its successors. Accordingly, the parties have taken the following steps:

- At the outset of negotiations, the Joint Consultative Committee (JCC) and the Unions conducted a survey of Employees prior to presenting logs of claims;
- A representative of the JCC and each of the parties to this Agreement have been invited to attend each of the negotiation meetings;
- The Council encourages its members to participate in workplace decisions and supports the involvement of its staff in Unions and the JCC;
- The current Chairperson of the JCC, at the time This Agreement commenced, has signed This Agreement as a general symbolic acknowledgment of the participation of Employees in This Agreement.

3. APPLICATION

This Agreement shall apply to all persons (current and future) employed by The Hills Shire Council with the exception of Senior Staff designated in accordance with the provisions of the *Local Government Act 1993* (NSW).

4. DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the beginning of the first pay period following 1 July 2024 and remain in force for a period of three years. The parties undertake to commence renegotiation of this Agreement by July 2027.

In the event that the Agreement is not renegotiated prior to 30 June 2027 this Agreement will cease on this date.

5. RELATIONSHIP WITH OTHER AWARDS

This Agreement shall be read and interpreted in conjunction with the *Local Government (State) Award 2023* (Award) as varied from time to time.

This Agreement supplements the provisions of the Award. If this Agreement is inconsistent with the provisions of the Award, the provisions of the Agreement prevail to the extent of the inconsistency, unless the Award is varied to provide a more beneficial entitlement.

6. AIMS AND OBJECTIVES OF THIS AGREEMENT

The parties to this Agreement are committed to co-operating positively to improve and maintain high levels of workplace wellbeing and productivity that ensure effective and efficient delivery of Council services to the community.

The parties to this Agreement commit to maintaining a working environment that maximises the skills and capabilities of Council's workforce and motivates goal focused behaviour that aligns with Council's strategic direction.

More specifically, this Agreement will aim to:

- Maintain a high level of Employee engagement;
- Provide a working environment that enables staff to perform to the best of their capability;
- Maintain best practice physical and psychological workplace health and safety;
- Clearly define performance expectations and provide structured feedback that supports performance;
- Provide informal and formal rewards and recognition that motivate staff to achieve high levels of performance.

Council will provide:

- Communication regarding the outcomes of the annual Employee Engagement Survey and any other surveys conducted to support workplace wellbeing and productivity;
- Quarterly information and communication regarding Council's strategic goals and projects to all staff;
- Regular and structured opportunities for Employees to meet with their direct supervisor to assess workplace wellbeing, support and performance;
- Access to a range of learning and development and individual coaching opportunities that support goal focused behaviour; and
- Social and workplace connection opportunities that support organisational resilience and wellbeing.

Employees will be expected to:

- Participate in an annual Employee Engagement Survey and any other surveys that provide Council with meaningful data regarding workplace wellbeing and productivity;
- Undertake their duties as outlined in their position description;
- Participate openly and honestly in discussions that assist Council to improve their attendance and wellbeing at work;
- Participate in the annual 'Wellbeing and Performance Planning' process;
- Participate in defining and achieving individual Performance Goals;
- Comply with the Work Health and Safety (WHS) legislation and Workplace Health & Safety policies and procedures;
- Contribute where appropriate to the identification, treatment and monitoring of operational risks and fraud and corruption controls in the workplace; and
- Attend monthly team meetings and programmed training and professional development sessions.

7. SALARY SYSTEM

Since 1996 The Hills Shire Council has been using the Mercer Job Evaluation System. At the time it was introduced there was a 6-level competency process of progression. The Enterprise Agreement (EA1) in 2009 collapsed the 6-level competency based salary system into a 2 step "Min" and "Max" competency based system. Entry level and competency levels 0 to 3 were rolled into the Min level and competency levels 4 to 6 were rolled into the Max level.

On commencement of employment, Employees will be placed on the Min Level of the relevant grade on the basis that the successful applicant would already have the necessary skills and competencies up to level 3. In exceptional circumstances, the Group Manager may authorise appointing at Max level having regard to the career achievements, qualifications, skills and general market competitiveness for the person and position.

The salary system will be continually reviewed to ensure it is effective in terms of market

competitiveness, internal fairness and its ability to motivate and drive performance.

8. BONUSES

Council will engage with Employees in collaborative goal setting to support achievement of the Hills Shire Plan and overall business objectives. This process will provide regular individual feedback, informal recognition, organisation-wide performance feedback, and the opportunity to receive incentives for achieving goals by way of annual organisational and individual bonus payments.

In this section, 'Bonus Year' refers to the financial year ending on 30 June, for which individual and organisational goals are assessed. Bonuses will be paid in the last full pay period in September following the conclusion of the Bonus Year, subject to eligibility criteria as detailed in this Agreement.

Bonus calculations for permanent Employees are based on the weekly hours and rate of pay as at 30 June of the Bonus Year.

8.1 INDIVIDUAL AND ORGANISATIONAL BONUS ELIGIBILITY CRITERIA

To be eligible for the individual and organisational bonus, both permanent and casual Employees must meet the relevant Eligibility Criteria corresponding to their employment category as detailed in the

Employment Category	Eligibility Criteria	
Permanent (including permanent full time, part time, fixed term, maternity cover, graduate and trainee)	<ul style="list-style-type: none"> Complete the Wellbeing & Performance Planning mid-year Check-in and Final Appraisal. Complete a minimum of 3 months service during the Bonus Year. (New starters must commence prior to 1 April to be eligible). Is an active permanent Employee as at the September bonus payment date. Achieve Organisational Goals as detailed in section 8.3. 	<ul style="list-style-type: none"> Complete the Wellbeing & Performance Planning mid-year Check-in and Final Appraisal. Complete a minimum of 3 months service during the Bonus Year. (New starters must commence prior to 1 April to be eligible). Is an active permanent Employee as at the September bonus payment date. Achieve Individual Goals as detailed in section 8.2. No adverse disciplinary findings against the Employee in the Bonus Year.
Casual	<ul style="list-style-type: none"> Worked at least 520 hours during the Bonus Year Has been paid at least 1 shift after the end of the bonus year and prior to the September bonus payment date (i.e., still an active Employee at bonus payment date). Achieve Organisational Goals as detailed in section 8.3. 	<ul style="list-style-type: none"> N/A - Casual staff are not eligible for individual bonus.

Table 8.1 Individual and Organisational Bonus Eligibility Criteria

8.2 INDIVIDUAL BONUS ELIGIBILITY

Permanent Employees will also be provided with the opportunity to receive up to 2% of their individual annual Base Salary as an individual bonus payment. There are 3 components within the Individual Bonus:

1. Performance Bonus - 1.00%
2. Attendance Bonus - 0.5%
3. Safety/Process Improvement Bonus - 0.5%

Each Individual Bonus component is assessed and calculated separately against the requirements listed in the following table.

Bonus	Goals	Bonus % Base salary as at 30 June
Performance Bonus NOTE: 0% performance bonus if Wellbeing & Performance Planning mid-year Check-in and Final Appraisal is not complete.	<ul style="list-style-type: none"> 3 Performance Goals are to be agreed in consultation with the direct Supervisor. 	<ul style="list-style-type: none"> 0.25% for each performance goal with a rating of ≥ 3
	<ul style="list-style-type: none"> 4th Performance Goal is completion of assigned mandatory in-person training, eLearning modules or Safety Day attendance 	<ul style="list-style-type: none"> 0.25% for 80% completion rate of assigned training documented in the employee's record.
Attendance Bonus	Attendance Bonus will be paid based on the Employee meeting the thresholds detailed in: <ul style="list-style-type: none"> Clause 10: Annual Leave (AL) Clause 11: Sick Leave (SL) Clause 12, 13 & 14: Contract Special Leave, Variable Leave, Time In Lieu (CSL, VL, TIL) 	<ul style="list-style-type: none"> Total of 0.5% 0.17% for AL 0.17% for SL 0.16% for CSL/VL/TIL
Safety or Process Improvement Bonus	<ul style="list-style-type: none"> Safety or Process Improvement Bonus* will be determined based on demonstrated evidence provided by the Employee and to the Supervisor/Manager and as recorded in the Wellbeing & Performance Planning Final Appraisal. * The Bonus is paid to Employees who provide evidence to their Supervisor to show sustained effort in helping others in the workplace, following procedures, have no accidents and have a track record of offering valuable suggestions to increase efficiency and improve the work environment. Suggestions, lodgment of incidents, requests for assessments are not the behaviours/ evidence needed to achieve this bonus however it is acknowledged that meeting this bonus will be a judgement by the Supervisor and may be different for each individual depending on their roles. 	<ul style="list-style-type: none"> 0.5%

Table 8.2 Individual Bonus Composition

Council will engage Employees in collaborative goal setting and support achievement of goals by providing regular individual feedback. Employees will have the opportunity to self-assess and task the review via workflow to their Supervisor/Manager. The Supervisor/ Manager will then arrange a face-to-face meeting with the relevant Employee. At that meeting the Supervisor/Manager will discuss any wellbeing and development concerns the individual may have and rate the individual's performance, attendance, safety/process improvements based on evidence.

Performance Bonus Ratings will be from 1 to 5 as follows:

1. Has not met expectations. Consistently not meeting expectations, performance is currently being managed by performance improvement plan.
2. Consistently does not meet expectations for this role or is a new Employee and is developing the required skills to meet expectations.
3. Consistently meets expectations of the role. Performing the role in a satisfactory manner.
4. Consistently meets expectations of the role and sometimes exceeds those expectations.
5. Consistently meets and exceeds expectations of the role and is ready for new opportunity.

8.3 ORGANISATIONAL BONUS

To recognise the contribution of individual and team efforts towards achieving Council's strategic direction and to share in the success of the organisation Employees will be eligible for 2 separate Organisational Bonuses in the following table 8.3.

Bonus	Goals	Bonus Fixed amount
Safety Bonus	LTIFR 7.5 (i.e. approximately 6 injuries per annum based on current hours worked)	\$1,000
Service Delivery	>/= 90% Hills Shire Plan KPI's achieved	\$1,000

Table 8.3 Organisational Bonus Composition

8.4 INDIVIDUAL AND ORGANISATIONAL BONUS METHODOLOGY

Permanent Employee

Permanent Employees who meet the Eligibility Criteria outlined in section 8.1 will have their bonus adjusted based on the proportion of Normal Hours they worked during the Bonus Year.

Normal hours worked includes leave* and additional hours worked by permanent part time staff, but excludes overtime hours, cashed-out leave hours, the double pay portion of leave taken at double pay, leave without pay, and any casual hours worked in addition to an Employee's primary role.

* Normal hours are prorated to reflect any consecutive absence or leave taken for 3 months or more during the Bonus Year. This includes absences due to worker's compensation.

Casual Employee

Casual Employees who meet the Eligible Criteria for organisational bonus outlined in section 8.1 will have their bonus calculated based on the number of casual hours, excluding overtime, paid to the employee during the Bonus Year.

Employee Transitions

Casual to Permanent - Employees who transition from casual employment to permanent employment will be entitled to the Organisational Bonus calculated based on the permanent normal and casual hours paid in the Bonus Year. The Individual Bonus will be calculated on the permanent normal hours paid only. The normal hours used in the calculation will not exceed those of the full-time equivalent.

Permanent to Casual - Employees who transition from permanent employment to casual employment will only be entitled to an Organisational Bonus calculated on the permanent normal and casual hours paid in the Bonus Year.

9. EMPLOYEE HEALTH BENEFITS

Clause 26 of the Award provides Employees with 2 days Health and Wellbeing Leave from their accrued Sick Leave entitlements. Under this Agreement the 2 days Health and Wellbeing Leave is per financial year and Employees will not be required to have a minimum accumulated Sick Leave Balance of 2 weeks. They must have an adequate Sick Leave balance to cover the application period. The entitlement shall be renewed each financial year.

Additionally, no written proof of participation in a health or wellbeing activity will be required. Health and Wellbeing Leave will not be counted in the calculation of the Individual Attendance Record.

In addition to the above, Council will commit to providing the following additional Health and Wellbeing initiatives:

- 1 annual skin cancer screening with an approved provider per financial year during work hours;
- Health and Wellbeing Expo
- Monthly Health and Wellbeing Magazine;
- Mental Health First Aid for Managers;
- Annual flu vaccinations will be offered to Employees at the Council's expense;
- Fitness Passport (subject to organisational eligibility);
- Provision of a confidential Employee Assistance Scheme through a contracted professional counselling services provider, to all Employees and their immediate families who need professional counselling and assistance, to a reasonable level of assistance, to address their personal and/or work-related challenges which may be affecting their Wellbeing and/or performance.

10. ANNUAL LEAVE (AL)

Clause 23D of the Award provides an entitlement to Annual Leave (AL) for Employees. To ensure regular breaks from work Employees are required to maintain a AL balance of 8 weeks or less as at 30 June of the Bonus Year.

Employees will be encouraged to take AL in consultation with their direct Supervisor. This will be discussed at Wellbeing and Performance Planning Review meetings.

Where an Employee takes Annual and/or Long Service Leave (LSL) at half pay or double pay the period of Leave must be at least 1 continuous week.

11. SICK LEAVE

Clause 23A of the Award provides an entitlement to Sick Leave for Employees.

Notwithstanding the Award provisions, proof in the form of a Medical Certificate or Statutory Declaration will not be required unless the Manager has advised that it is required. Generally, this will be for prolonged absences or frequent ad hoc absences combined with weekends or public holidays.

Notification of sick leave must be conducted via a telephone call to the Employee's direct Supervisor or Manager, and on the day of notification the Supervisor must inform the Employee if a certificate of illness will be required.

Sick Leave, Carer's Leave, Concurrent Parental Leave, and Pending Workers Compensation Leave are treated as Sick Leave for establishing this threshold for Bonus purposes. Health and Wellbeing Leave does not form part of this threshold.

To be eligible all Employees should maintain the following attendance threshold as at 30 June of the Bonus Year:

- 7 days or less per Employee per financial year (based on standard hours paid) for:
 - Child Care and Hills Community Care direct staff (i.e., not program management or administration staff); and
 - Wages employees in Civil, Parks and Shire Presentation only
- 5 days or less per Employee per financial year (based on standard hours paid) for all other staff.

12. CONTRACT SPECIAL LEAVE (CSL)

Contract and Package Employees will receive 8 days Contract Special Leave (CSL) per financial year. CSL balances must not exceed the 3-day threshold at 30 June of the Bonus Year.

13. VARIABLE LEAVE (VL)

Employees participating in the Variable Leave (VL) Scheme will work 37.5 hours per week and be paid for 35 hours per week, to accrue an additional 2.5 hours each week (which equates to 17.33 days of VL per annum) to be taken as VL every 3 weeks, at a time agreed between the direct Supervisor and the Employee.

Employees participating in the Scheme must ensure their VL balance does not exceed 3-day threshold at 30 June of the Bonus Year.

14. TIME IN LIEU (TIL)

Time in Lieu (TIL) balances, which are a combination of (VL and TIL), must not exceed the 3-day threshold at 30 June of the Bonus Year.

15. ROSTERED DAYS OFF (RDO) FOR WAGES STAFF

Permanent full-time wages Employees working the ordinary hours as set out under subclause 20A(i) of the Award, have the opportunity to participate in a 9-day fortnight (a working arrangement where employees work for 9 days within a fortnight instead of the usual 10).

Employees will work 76 hours per fortnight and take 1 Rostered Day Off (RDO) within each fortnightly period.

16. BEREAVEMENT LEAVE

Bereavement Leave, as defined in clause 23J of the Award, is available to Employees. Council will provide 5 days for the death of an immediate family member and 3 days for an extended family member.

17. FUNERAL LEAVE

Council will support the wellbeing of Employees in the unfortunate circumstances that may require them to attend a funeral by providing up to 4 hours Funeral Leave to attend the funeral service. If Employees would like to attend funeral related events following the funeral service, they can access their own leave entitlements. The prior approval from their Manager is required to access such leave.

18. SPECIAL LEAVE

In addition to the entitlements outlined in clause 23L of the Award, the General Manager may grant Special Leave with pay in instances where staff are genuinely prevented from travelling to work due to flooding, fire or similar natural disaster and working remotely is not possible. Staff are expected to use a reasonable alternate route (less than 100km deviation using properly constructed public roads and motorways) to work where it exists.

The General Manager may also grant Special Leave without pay for Employees who wish to take such leave to prepare their place of residence in a bushfire or flooding emergency.

19. EMERGENCY SERVICES LEAVE

An Employee other than a casual who engages in a voluntary emergency management activity such as with the Rural Fire Service (RFS) or the State Emergency Services (SES) is entitled to 5 days per financial year paid Special Leave with a further 5 days paid Special Leave from their accrued Sick Leave balance (not counted in the attendance bonus calculation) to participate in such activity.

In instances whereby the emergency management activity is within the Shire of The Hills, the General Manager may, on application by an eligible Employee, approve a longer period of paid Special Leave.

20. PURCHASED LEAVE

Purchased Leave supports the diverse needs and wellbeing of Council's workforce by providing an opportunity for Employees to purchase additional leave funded from their weekly pay.

Upon Manager and Group Manager approval and meeting the eligibility criteria below, Employees may purchase up to 2 weeks of additional Annual Leave (AL) in a financial year. Leave will not be granted if the Employee has more than the following leave accrual:

- 4 weeks AL accrued at time of applying for Purchased Leave;
- 6.5 weeks LSL accrued at the time of applying for Purchased Leave. Purchased Leave must be taken in the financial year in which it is purchased.

If the Employee is unable to take the Purchased Leave within the financial year, the deductions made from their salary in excess of the value of Leave taken will be repaid to the Employee at the end of the financial year.

21. CHRISTMAS SHUTDOWN

Unless requested to work by a Manager, all Employees will be required to take Leave between Christmas and New Year public holidays. The Leave can consist of VL, RDO, CSL, AL or LSL. Managers will advise which Employees are required to work during this period by no later than 30 November.

Employees who, as at 30 November each year, have in excess of 8 weeks AL accumulated will be required to take an additional 2 weeks AL (excluding public holidays) over the Christmas/New Year period. This period of AL is in addition to the shutdown as outlined above. This, at the General Manager's discretion, may not apply to Employees who are planning Phased Retirement.

22. CHRISTMAS GRANT LEAVE DAYS

All Wages, Library, Childcare and Waves staff who cannot participate in Council's Internal Work from Home Policy will be granted 3 Special Leave days during Christmas Day and New Years Day.

The General Manager may approve Special Leave for non-wages staff in certain circumstances in recognition of out-of-hours work.

23. JOURNEY COVER

Council will hold insurance for Employees to cover the direct journey to and from their normal place of residence and their approved workplace, subject to the limits, exclusions, terms and conditions of the insurance policy.

24. PHASED RETIREMENT

The organisation recognises the need to retain the experience of its mature workers reaching retirement. A permanent Employee from the age of 55 who has been continuously employed with Council for a minimum period of 5 years, is planning to retire within 2 years, and provides such intention in writing may:

- Make application to reduce full-time work to part-time work to accommodate Phased Retirement if the arrangement can be accommodated within business needs;
- May carry Leave balances in excess of 8 weeks AL and 6.5 weeks LSL.

25. CHOICE OF SUPERANNUATION FUND

This clause replaces subclause 16(i) of the Award.

Employees can elect to have their superannuation contributions paid to 1 superannuation fund of their choice, with a maximum of 2 changes of fund permitted each financial year.

At the commencement of employment, the Employee's nominated superannuation fund will be used for super contributions. If a nomination is not supplied the Employee's last used fund, their 'Stapled Fund,' will be obtained from the Australian Taxation Office (ATO). If no Stapled Fund is found, then Council will make contributions as per the Award to 'Active Super.'

26. CRISIS OPERATIONAL FLEXIBILITY

This clause will be enacted in circumstances where the safety of Employees, the community, and/or business as usual operations of Council, are impacted by unforeseen events such as pandemic, civil unrest, severe weather, state of emergencies, and other crises as may be determined by the General Manager.

The purpose of this clause is to maintain, where reasonably practicable, the employment of staff, operational flexibility and the long-term financial viability of the organisation.

26.1 ALTERNATE DUTIES

Council may direct an Employee to carry out suitable alternative duties, provided that such a direction shall not be unreasonable and having regard to the Employee's personal circumstances including any family and carer responsibilities.

Where, due to a Crisis, an Employee is directed to perform suitable alternative duties, the Employee, when performing the suitable alternative duties:

- Shall be paid the Base Salary that recognises the skills the Employee is required to apply to those duties, provided that the Employee shall not suffer a reduction in the Base Salary for their substantive position;
- Shall be entitled to allowances, weekend penalties and shift penalties under the Award which are applicable to the suitable alternative duties;
- Shall not be entitled to allowances, weekend penalties and shift penalties, under the Award which are not applicable to the suitable alternative duties.

26.2 WORKING FROM HOME OR OTHER LOCATION

Employees may be directed to work from home or from an alternate location to accommodate operations or to ensure their workplace health and safety is maintained. Where, due to a Crisis, Employees are unable to perform their normal duties at their normal place of work, Council shall:

- Explore opportunities for the affected Employees to work from home or from another location; and/or;
- Provide the Employees with suitable alternative duties where available; and
- Regularly review these arrangements.

In the instance where a Crisis requires Employees to work from home they shall not be entitled to shift or weekend penalties, unless directed to work outside their ordinary spread or span of hours.

Employees required to work from home or a location without a computer will be provided with a Council issued laptop.

Where an Employee can perform their work duties from home or from another location and/or suitable alternative duties are available, and the Employee refuses to perform such duties, the Employee shall be required to use any available balance of AL or LSL. Where no balance is available the Employee will be placed on leave without pay.

26.3 DIRECTION TO TAKE LEAVE OR WORK REDUCED HOURS

Council may direct an Employee to take their accrued AL or LSL during an extended Crisis period.

Council will support as many Employees as possible who would like to consider working reduced hours, take Leave at half pay, or take Leave without pay in circumstances where an Employee has no Leave entitlements. Agreement to a combination of paid Leave and Leave without pay shall not be unreasonably refused.

All Employees participating in VL and CSL will be required to take Leave as they fall due during this period and not accumulate any VL or CSL. Employees will also have the option to request that their participation in the VL scheme be suspended.

26.4 STAND DOWN

Where, due to a Crisis, Council has no useful work for a permanent Employee, and the Employee has exhausted all accrued leave entitlements under the Award (AL sub clause 23D(v) and LSL sub clause 23E(iii)), Council may temporarily stand down (or partially stand down) the Employee until such time that operations can resume. Employees may be recalled back to work by Council by giving 24 hours' notice. Any period of leave without pay during a Crisis will be considered as continuous service.

26.5 CRISIS SPECIAL LEAVE

An Employee who is stood down (or partially stood down) shall be entitled to paid Crisis Special Leave at their regular rate of pay for a total of 4 weeks or until the Employer is able to provide the Employee with useful work, whichever occurs first.

Casual Employees will also be eligible for 10 days paid Special Leave at their average rate of the last 6 weeks pay, provided they satisfy the following criteria;

- Worked equal to or more than 105 hours from the date declared of a Crisis during the preceding 6 months, and;
- Active at the Crisis period.

26.6 SECONDARY EMPLOYMENT

Any Employee who is on Leave, with or without pay, may apply for other work/secondary employment during this period. Approval of applications that comply with Council's policy will not be unreasonably withheld. Employees acknowledge that Council may call them back to work by giving 24 hours' notice.

27. DISPUTE RESOLUTION PROCEDURES

Clause 36 of the Award applies to this agreement.

28. DEFINITIONS

Award	The Local Government State Award (2023) and any Award which succeed this Award.
Base Salary	Non-contract/package staff is based on salary system rate of pay. Contract and package staff is based on salary system rate of pay plus package allowance
Bonus Year	1 July – 30 June each year
Contract & Package Employee	Employees who are employed on a packaged salary known in Council as a "Contract" or "Package".
Council	The Hills Shire Council.
Crisis	An event that causes an unstable and dangerous situation affecting the Council, its operations and its Employees.
Employee	Current or future workers employed by The Hills Shire Council to undertake paid work excluding designated senior staff in accordance with section 332 of the Local Government Act (1993).
Group	A collection of Teams directed by a Group Manager.
Group Manager	A person who reports directly to the General Manager and is in charge of a Group.
Individual Performance Goals	Individual performance goals as identified each year by the Manager or Supervisor in consultation with an Employee.
JCC	The Joint Consultative Committee or a representative group of The Hills Shire Council Employees.
Manager	A person who reports directly to a Group Manager and has a position profile 'Manager.'
Supervisor	A person in a position to approve leave and overtime and manage performance.
Team	Is a designated work team, responsible for achieving agreed work outputs.
The Hills Shire Plan	Operational plan for the Council contains performance measures and targets. Can be found on Council's website.
Union	The Development and Environmental Professionals' Association, United Services Union and Local Government Engineers Association.
Wellbeing	Refers to physical and psychological safety of Employees.

Signed in agreement for and on behalf of Council

Michael Edgar
General Manager



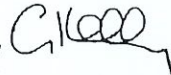
Date: 8/10/2024

In presence of witness (name and signature):

Date: 8.10.2024

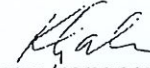

Chadi Saba
Signed in agreement for and on behalf of New South Wales Local Government, Clerical,
Administrative, Energy Airlines and Utilities Union

Graeme Kelly
General Secretary



Date: 8 October 2024

Kellie Gale



In presence of witness (name and signature):

Date: 8 October 2024

Signed in agreement for and on behalf of the Development and Environmental Professionals
Association of New South Wales



Ian Robertson
Secretary

Date: 15.10.2024


Candice Angus

In presence of witness (name and signature):

Date: 15.10.2024

Signed in agreement for and on behalf of the Local Government Engineers Association of New
South Wales



Gordon Brock
Director

Date: 9 October 2024

Brooke Mott 

In presence of witness (name and signature):

Date: 9 October 2024



THE HILLS
Sydney's Garden Shire

THE HILLS SHIRE COUNCIL
Enterprise Agreement 2024-2027

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