

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/228

**TITLE:** Wollongong City Council Enterprise Agreement 2005-2008

**I.R.C. NO:** IRC5/3547

**DATE APPROVED/COMMENCEMENT:** 14 July 2005 / 1 July 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/307.

**GAZETTAL REFERENCE:** 9 September 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 63

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Wollongong City Council, located at 41, Burelli Street, Wollongong.

**PARTIES:** Wollongong City Council -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales

# WOLLONGONG CITY COUNCIL ENTERPRISE AGREEMENT 2005-2008

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### **1. Title**

This Agreement shall be known as the Wollongong City Council Enterprise Agreement.

### **2. Parties Bound**

The parties to this Agreement are Wollongong City Council (the "Council") and:

- a) The United Services Union;
- b) Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union - New South Wales;
- c) The Local Government Engineers Association of New South Wales; and
- d) The Development and Environmental Professionals' Association (the "Unions").

This Agreement is binding on the Council, the Unions and employees of the Council who are members or eligible to be members of one or other of the Unions.

### **3. Area Incidence and Duration**

This Agreement will regulate the terms and conditions of employment for all Wollongong City Council employees and terminates Enterprise Agreement No 6241 of 2004.

This Agreement shall operate on and from 1 July 2005 and shall remain in force for a period of 3 years from that date.

### **4. Statement of Intent**

This Enterprise Agreement builds upon previous Enterprise Agreements and reinforces the Parties commitment to demonstrating "best value" services for its customers through continuous improvement principles and practices. It is recognised that Council must be able to respond quickly and creatively to the community needs.

Wollongong City Council, Unions and employees (the Parties) have again rejected the views that the only way to become efficient and a customer-oriented organisation is wholesale privatisation and compulsory competitive tendering. Wollongong City Council has no intention of introducing compulsory competitive tendering during this Agreement. Notwithstanding this, the parties recognise that Council must be able to implement technological and organisational change initiatives to attain continuous improvement in the provision of quality services to its customers.

It is the objective of this Agreement to achieve efficient, on-time, cost effective and competitive service delivery. This will apply principles of best practice to provide an efficient customer-oriented public sector organisation conscious of environmental issues and social issues.

The framework for Quality Management will involve the demonstrated application of the principles of:

- Focus on the customer.
- Purpose, Direction and Planning.
- Systems and processes
- People Engagement
- Data, measurement and knowledge.

In addition, the Business Excellence Framework will be applied for assessing performance and achieving continuous Improvement in the provision of services;

## **5. Commitment**

The Parties agree that the best approach is through the establishment and commitment to:

- An Enterprise Agreement which enables management, unions and employees to identify, evaluate and implement quality services and products;

- Carefully manage the process of competitive analysis and market testing;

- Encouraging innovation and progress through the application of technological change initiatives;

- Manage and implement organisational change in accordance with the Organisational and Operational Change principles;

- The Agreement will be monitored by the Parties through the Joint Consultative Committee on a continuing basis.

- Employees being treated with fairness and equity;

- Enhancing employment security through being competitive;

- Continue to develop and enhance youth employment opportunities (eg cadets, apprentices, trainees, etc);

- Create a workplace in which all employees want to be involved in proving our competitiveness and generate competitive performance;

- Develop and manage proposals for workplace change through communication and the sharing of information and the provision of resource support and training;

- Council will not promote or offer individual Australian Workplace Agreements. (AWA)

- Continue with the benchmarking process;

- Implementation of the Skills and Performance Assessment Management System from 1 July 2005

- All parties to genuinely review and remove identified restrictive work practices. It is anticipated this would include issues such as:

- i. Multi skilling of work groups - flexibility and utilisation of skills possessed by employees as required by the operational needs of the organisation,
- ii. Allocation of special purpose work groups (eg, kerb and gutter) to any area within WCC,

- iii. Flexibility of crews - Size and composition not being used to preclude the undertaking of work, taking into account safety considerations,
- iv. Flexibility of roster systems - based on operational and service needs of the organisation,

Council recognises the importance of providing training and employment opportunities through but not limited to, apprenticeship, cadetships and trainees. As part of this, Council will genuinely investigate and enhance employment opportunities by engaging the assistance of external resources.

The Parties are committed to Wollongong City Council being recognised for offering quality services, value for money for ratepayers, and a model employer.

## **6. Vision Statement**

Our vision is "to be a community focussed local authority of excellence."

## **7. Council's Mission**

It is Council's mission "to enhance our community's quality of life and environment through effective leadership, community involvement and commitment to service"

## **8. Council's Values**

In everything we do, we will always:

Respect and respond to community needs

Continually improve the quality of our services

Be open and accessible

Be fair and equitable

Act with honesty and integrity

Value people's contribution

Support the culture of teamwork, cooperation and safety

Be creative and innovative, and

Ask ourselves, "What is best for Wollongong?"

## **9. Consultation and Communication**

The Parties are committed to the application of genuine and effective consultation and communication processes.

Consultation is the process of sharing of information and the exchange of views between management, employees and unions to ensure that a genuine opportunity is provided to contribute effectively to the decision-making process. It provides for employee and union input within identified timeframes before management and/or unions decides on action affecting its employees.

The consultative processes under this Agreement are designed to empower local areas to make decisions to achieve flexibility, efficiency improvements and competitiveness.

Consultation involves;

All parties (management, employees and unions) being prepared to put forward considered views in respect of desired improvements and alternatives as to how such improvements can be made.

An opportunity being given to all affected parties to fully understand the nature and impact of those views before any final decision on implementation of changes is made by management.

Fair consideration being given to the issues and concerns raised by the parties before a final decision on implementation of change is made.

The Parties acknowledge that effective communications and consultations throughout all areas of the organisation are imperative in order to ensure that Council realises its corporate vision, mission, values and goals and objectives of this Agreement.

To this end the Parties will continue to develop, improve and review communication strategies such as:

- i. Employee's newsletters.
- ii. Encouragement for regular meetings within the work group.
- iii. Staff surveys
- iv. Executive addresses

## **10. Objectives**

Management, unions and employees acknowledge that Council's vision, mission and values shall be achieved through the implementation of a strategically planned Enterprise Agreement:

The Parties recognise the following objectives;

1. Delivery of Services

To demonstrate and prove that we deliver responsive, efficient, on time, cost effective and competitive services to our customers and the community.

2. Change

To develop and implement change initiatives to ensure organisational and operational services meet changing customer and community needs.

3. People

Attract, develop, reward and retain employees to enable our committed, skilled and responsive employees to provide quality service to the community and customers on a competitive basis.

## **11. Objective 1 - Delivery of Services**

### **11.1 Introduction**

Our objective is to deliver services to our customers and the community that are efficient, on time and cost effective.

The Parties will continue to assess Councils performance. This involves a review of the type of service and the development of relevant performance specifications involving market and benchmarking with competitors including a comparison of costs and quality for the provision of the service. The Parties will continue to conduct performance reviews with the intention of achieving best practice.

## 11.2 Service Assessment

The Parties acknowledge that assessment for the provision of services of local work areas may occur taking into account the following requirements:

The consultative process will extend to providing the training, technology and other resources needed to enable local work areas to become more competitive.

The identified services should be assessed as being able to be improved. The competitive gap will be identified and strategies will be implemented progressively to address the gaps.

The Parties are committed to demonstrating the ability to embrace and apply new technologies to improve service quality through the consultation process.

## 11.3. Process Reviews

Process reviews are designed to achieve major improvement in Council's operations. The purpose is to identify and establish relevant performance specifications and redesign processes to achieve improvements in performance and service provision. Improvement is sought through streamlining processes with the aim of achieving best practice.

## 11.4 Team Based Workplace Structures

The adoption of team based work structures and specific purpose teams will empower employees in the achievement of organisational objectives. This process of empowerment will help provide employees with greater job satisfaction. The competence of individuals will be enhanced through training and development aimed at meeting the needs of the organisation.

Team based structures may include:

Establishment of self managed work teams.

Quality teams.

Project teams.

## 11.5 Flexible Hours and Responsive Working Practices

Working hours and practices need to be flexible and consistent with the identified requirements of customers and needs of employees and will be negotiated in accordance with the consultative process. Flexibility to meet these requirements is crucial to the provision of quality customer service.

The achievement of flexible working practices requires the removal of identified impediments and restrictive demarcation through the organisational and operational change process so that all employees are able to anticipate and be responsive to identified customer needs.

A customer focused approach to work is encouraged which is reflected in the flexibility of working practices. The parties are committed to consider matters such as flexible working hours, job sharing and the use of permanent and part time work, limited tenure, temporary and casual work.

## **12. Objective 2 - Change**

12.1.1 The parties recognise and accept that Organisational and Operational change is ongoing to ensure the provision of services to customers and the community as well as achieving the employees expectation of security of employment

12.1.2 To achieve the above objectives, the parties will apply the following approach:

- i. Management, unions and employees are committed to follow the agreed process for all organisational change proposals. Proposals will contain factual information and in particular include the nature and rationale for change.
- ii. Management, unions and employees are committed to the principles of continuous improvement utilising better communication, workplace practices and processes, innovation and appropriate technology.
- iii. Information relating to change proposals will be shared by all parties and formal proposals will be considered through the Organisational and Operational Change process.

Organisational and Operational Change process will include;

- i. The need for the change including why the change is being made and what is going to change.
- ii. The likely impacts of the change and the desired outcome from the change.
- iii. The provision of information/data to affected employees and unions
- iv. Genuine consultation between management, unions and employees
- v. Consideration and investigation of employee and/or unions concerns/issues and provision of feedback
- vi. Discussion on the implementation of the change process including monitoring and trialling.
- vii. Timeframe for implementing change.

Examples of change proposals may include, but not limited to;

Changes in the composition, operation or size of the workforce in a Division/Branch or the skills required of employees.

The restructuring of jobs.

Changing work practices.

Implementation of new technology and processes of work.

Upon conclusion of consultation, where there is agreement between the parties, the change will be implemented in accordance with the identified timeframe. Agreement in all instances will not be unreasonably withheld by any of the parties.

Where the consultation process has concluded and there is disagreement to the change, the process below will be followed;

### 12.1.3 Stage 1

A party to the consultation process shall notify the other party that they regard the consultation period has been exhausted.



#### 12.1.4 Stage 2

The change may be implemented within 5 working days of the above notification unless a party to the consultation process;

Notifies in writing that it seeks a 21 day "cooling off period" which will apply from the date of the notification advising consultation has been exhausted. There will be no industrial action during the cooling off period and the status quo (existing prior to the change proposal) shall apply.

A party can apply for an extension or a reduction of time to the cooling off period with the onus on the party applying for the change to provide the grounds for wanting to vary the cooling off period.

During the cooling off period, a party can arrange a meeting with management and relevant union officials/delegates in an attempt to resolve the matter in accordance with the grievance procedure or shall notify the Industrial Relations Commission of a dispute under the *Industrial Relations Act 1996*.

A change may be implemented during or after the 21 day cooling off period subject to resolution being reached by the parties or by decision of the Industrial Relations Commission.

#### 12.1.5 Stage 3

If no dispute has been notified to the Industrial Relations Commission or no grievance procedure has not been notified by a party within the 21 day cooling off period, the change may be implemented after the expiry of the 21 day cooling off period. This will include advising the affected employees of the implementation date.

This process recognises the right of unions to represent the interest of their members through consultation and/or negotiation with Council.

Refer to link for Organisational and Operational Change flow chart

### 12.2 Contracting Of Services

12.2.1 The Parties are committed to ensuring fair and equitable working conditions. It is our priority to use our own committed and skilled employees in providing services. Market testing may be applied to identify more effective and efficient delivery of service to the community. The Parties are committed to improving work practices and ensuring organisational competitiveness.

12.2.2 The Parties recognise that our competitive performance as an organisation requires us to provide quality and cost effective services to the community and our customers in service areas.

12.2.3 The Parties also recognise that there are currently a number of services that are contracted out in lieu of Council employees undertaking the work which will not be affected by the arrangements in this Agreement for the duration of that contract.

12.2.4 The Parties agree to a Code of Ethics for Contractors. This Code sets out conditions in accordance with Council and legislative requirements to apply to contractors undertaking work for Council.

### **13. Objective 3 - People**

#### **13.1 Becoming a Learning Organisation**

The Parties recognise that our future success is linked to having a learning environment across the organisation. The Parties agree that the following principles form the basis of a Learning culture:

Accepting that change is inevitable. Through embracing change the future security of the organisation and its employees is maximised.

Understanding that only through learning can change be accepted and integrated as a natural rather than a forced process.

Focusing on encouraging, supporting and rewarding employees in a learning process aimed at achieving a continuously improving organisation.

Developing structures and processes which create and support positive working relationships based on promoting learning.

Developing and implementing organisational structures and processes that support review and assessment at all levels.

Provide leadership, advice, support and assistance to the organisation in successfully implementing the strategies.

Review, monitor and report on implementation of the strategies to JCC and our employees.

The Parties are committed to the development, transfer and use of knowledge and skills by our employees to achieve the following outcomes:

Our ability to learn quickly and respond rapidly to changing market requirements.

Providing services to the community using flexible and responsive working arrangements while recognising the needs of our employees and their families.

Creating learning teams/structures.

Rewarding skills development and continuous learning.

Receiving regular performance feedback.

Encouraging and rewarding innovation and creativity.

#### **13.2 Skills and Performance Management Assessment System**

The Skills and Performance Management Assessment System provides a formal mechanism that enables the recognition and encouragement for all employees who consistently exceed the expected minimum level of performance and capability requirements for their position which assist Council to be a high performing organisation.

The Skills and Performance Management Assessment System as stated in the "Employment Policies and Procedures" document does not form part of the terms of this Agreement.

#### **13.3 Employment Security**

The Parties recognise that our future success is based on the following understanding;

- i. There will be no forced redundancies for the life of this Agreement.

- ii. Wollongong City Council is committed to maintaining employment security for employees who have a commitment to satisfactory performance.
- iii. Where the employee's role is altered or varied due to workplace change Wollongong City Council is committed to the redeployment and/or retraining of such employees. The employee may be offered or the employee may enquire if voluntary redundancy is available in accordance with the Voluntary Redundancy Policy. (Refer to Employment Policies and Procedures - Voluntary Redundancy (which are not incorporated in the terms of this Enterprise Agreement).
- iv. This commitment to employment security is supported by recognising the need for workplace reform, competitive service provision and best practice.

#### 13.4 Flexible Working Practice Options

Council is committed to ensuring that, as far as possible, the workplace accommodates the reasonable requirements of employee's work, life and family responsibilities to enable employees to manage the demands of work with their other life activities while they achieve the common objectives for the business. Flexibility will be considered where the business needs can continue to be met and there are real benefits to both the employee and Council.

The types of flexible working arrangements available under this Agreement are, but not limited to:

##### 13.4.1 Job Sharing

Job sharing is an arrangement in which employees voluntarily share one full time job. Each employee works part of the position on a regular and on going basis. For information refer to Employment Policies and Procedures - Job Sharing Guidelines (which is not incorporated in the terms of this Enterprise Agreement).

##### 13.4.2 Permanent Part time Employment

Permanent part time employment is an arrangement where the actual hours worked could be less than the normal working day/week/month or year.

The employee has an ongoing employment and accrues entitlements on a pro rata basis.

##### 13.4.3 Employee Rotation and Secondment

Employee rotation and secondment is an arrangement whereby employees are provided with an opportunity to perform a range of different job roles for agreed periods of time. Where an employee applies for a secondment outside their Division, the employee shall advise their Divisional Manager prior to making application. In accordance with the Temporary Transfer of Employees Policy, the Divisional Manager may discuss this with the employee.

For information refer to Employment Policies and Procedures - Temporary Transfer of Employees Policy and Lateral Transfer of Employees (which are not incorporated in the terms of this Enterprise Agreement).

##### 13.4.4 Temporary Employees

Where there is organisational need for temporary employment the Parties agree that the term is specified. Pay rates and conditions are in accordance with the Agreement. However, no temporary position shall remain for a period greater than twelve months duration or as otherwise agreed between the parties. Temporary employees shall be provided with written advice from Human Resources prior to commencement, giving details of their start and finishing dates.

#### 13.4.5 Casual Employees

Employees who are engaged for duration of less than 1 week, or alternately, are on call to fill vacancies or to meet particular employment needs, shall be classed as casual employees for the purposes of this Agreement. Provisions will exist for casual employment within all categories of classifications. Casual employment provisions are not designed to erode full time employment positions within Council. (Employment of casuals not in accordance with these provisions shall be subject to consultation.)

Casual employees will be paid a casual loading (refer to Section 16.9) to compensate for loss of other employment provisions. However a casual will have entitlements in accordance with the Long Service Leave Act. Casual Employees that are employed greater than 1 week will be temporary employees.

#### 13.4.6 Limited Term Employees

It is acknowledged that from time to time Council will identify specific projects/tasks that need to be completed (as a matter of priority) and within a defined time frame.

Where such projects/tasks cannot be completed by Council's existing resources, this clause sets out the conditions under which Council may employ employees for Limited Term Employment. For information refer to Employment Policies and Procedures - Limited Term Employment (which are not incorporated in the terms of this Enterprise Agreement).

Limited Term Employment means employment for a period of between 1 year and 3 years, and only for the purpose of undertaking specific projects/tasks which arise outside Council's usual work program.

Limited Term Employment is not a substitute for the employment of permanent employees.

#### 13.5 Flexible Hours of Work and Family Friendly Working Arrangements

Council recognises that employees need support to be able to combine their work arrangements with their family responsibilities. A key objective of this Agreement is to provide fair and equitable access to flexible working arrangements to make attendance at work more harmonious for employees with family responsibilities.

A system of flexible working hours assists employees to combine work and family responsibilities, as well as providing productivity benefits, including the potential for improved service.

Flexible hours may involve changing starting and finishing times, rostered days, shift work, flex-time, staggered hours, compressed working weeks and a range of other flexible working practices including longer or shorter working weeks. In addition

Family friendly arrangements such as flexible work schedules, flexible leave arrangements, paid and unpaid parental leave, carer's leave, childcare advice and employee information and referral programs contribute to making work an easier place for employees with family responsibilities. To enhance the family friendly working environment Council will ensure that all leave policies are applied with fairness and equity.

### **14. Performance Indicators**

14.1.1 Performance indicators are identified in Clause 15. The Parties will cooperate to achieve the targets and shall be used to measure organisational performance over the life of this Agreement.

14.1.2 Productive performance is best measured by a collection of indicators that aim to reflect the total capabilities of the organisation.

- 14.1.3 The performance indicators and targets will be monitored and reviewed by the Joint Consultative Committee on a monthly basis and corrective action plans developed, where appropriate, immediately following such reviews.
- 14.1.4 The performance indicators and targets may be amended by the Joint Consultative Committee during the life of the Agreement. Amendments may reflect alterations to indicators or adjustment to targets based on the following:
- i. A change in policy direction which is established in accordance with the Policy Change Process;
  - ii. Improved performance as a result of implementation of best practice principles;
  - iii. The results of benchmarking studies. This will assist in identifying industry standards as well as priority areas for further benchmarking studies;
  - iv. Changes in the external operating environment.
- 14.1.5 The process of review and continuous improvement will ensure that performance indicators are both an accurate and equitable reflection of overall Council productive performance.

## **15. Performance Measures**

### 15.1 Sick Leave

#### Description

This performance indicator measures the organisation's sick leave performance. It is calculated by taking the total number of days taken by the whole organisation and dividing by the number of employees.

#### Indicator

Equivalent days per person per annum

#### Target

1/7/05 - 5 equivalent days

1/7/06 - 5 equivalent days

1/7/07 - 5 equivalent days

### 15.2 Carers Leave

#### Description

This performance indicator measures the organisation's carers leave performance. It is calculated by taking the total number of days carers leave taken by the whole organisation and divides by the number of employees.

#### Indicator

Equivalent days per person per annum.

#### Target

1/7/05 - 0.3 equivalent days

1/7/06 - 0.3 equivalent days

1/7/07 - 0.3 equivalent days

### 15.3 Occupational Health & Safety

#### Description

This area measures the impact of lost time incidents on council in a number of ways.

#### Indicator

- i. Lost Time Frequency Rate - Measures the number of lost time injuries for every one million hours worked by employees. This is calculated on a rolling 12 month basis which is cumulative and then annualised for the period).
- ii. Medical treatment Injuries - Measures the number of injuries, including all lost time injuries, requiring diagnosis and treatment by medical professionals (actual and cumulative over a rolling 12 months). Does not include recurrences.
- iii. Disabling Injuries - Measures number of injuries where employees could not be returned to work being performed at the time of accident, due to injuries sustained. Includes LTI's and new cases, does not include carryover injury management cases (actual and cumulative over rolling 12 months).
- iv. Lost Work Days due to Lost Time Injuries - Measure shows total number of work days/shifts lost as a result of all LTIs and includes new lost time injury accident days and accident days lost due to recurrence

#### Target

|     | 1/7/05 | 1/7/06 | 1/7/07 |
|-----|--------|--------|--------|
| i   | 25     | 20     | 15     |
| ii  | 8      | 8      | 8      |
| iii | 2      | 2      | 2      |
| iv  | 120    | 110    | 100    |

## 16. Rates of Pay

Reference to the principles of the Single Salary Band should be made to previous Enterprise Agreements

### 16.1 Wage and Salary Movements

An increase of 3.5% to wages and salaries from 1 July 2005

An increase of 3.0% to wages and salaries from 1 July 2006

An increase of 3.0% to wages and salaries from 1 July 2007

A one -off \$250 payment will be made to employees from 1 July 2007

### 16.2 Movements to Allowances

An increase of 3.5% to allowances as from 1 July 2005

An increase of 3.0% to allowances as from 1 July 2006

An increase of 3.0% to allowances as from 1 July 2007

except as otherwise agreed.

16.3 Pay Schedules

| Grade | Rate as at 1/7/04 | Plus 3.5% as at 1/7/05 | Plus 3.0% as at 1/7/06 | Plus 3.0% as at 1/7/07 |
|-------|-------------------|------------------------|------------------------|------------------------|
| 1     | \$666.29          | \$689.61               | \$710.30               | \$731.61               |
| 2     | \$676.28          | \$699.95               | \$720.95               | \$742.58               |
| 3     | \$686.42          | \$710.45               | \$731.76               | \$753.72               |
| 4     | \$696.72          | \$721.11               | \$742.74               | \$765.02               |
| 5     | \$707.17          | \$731.92               | \$753.88               | \$776.50               |
| 6     | \$717.78          | \$742.90               | \$765.19               | \$788.14               |
| 7     | \$728.55          | \$754.05               | \$776.67               | \$799.97               |
| 8     | \$739.47          | \$765.36               | \$788.32               | \$811.97               |
| 9     | \$750.57          | \$776.84               | \$800.14               | \$824.15               |
| 10    | \$761.82          | \$788.48               | \$812.14               | \$836.50               |
| 11    | \$773.25          | \$800.31               | \$824.32               | \$849.05               |
| 12    | \$784.85          | \$812.32               | \$836.69               | \$861.79               |
| 13    | \$796.62          | \$824.51               | \$849.24               | \$874.72               |
| 14    | \$808.57          | \$836.87               | \$861.98               | \$887.84               |
| 15    | \$820.71          | \$849.43               | \$874.92               | \$901.17               |
| 16    | \$833.01          | \$862.17               | \$888.03               | \$914.67               |
| 17    | \$845.51          | \$875.10               | \$901.35               | \$928.39               |
| 18    | \$858.19          | \$888.23               | \$914.87               | \$942.32               |
| 19    | \$871.06          | \$901.55               | \$928.60               | \$956.45               |
| 20    | \$884.12          | \$915.06               | \$942.52               | \$970.79               |
| 21    | \$897.40          | \$928.81               | \$956.67               | \$985.37               |
| 22    | \$910.85          | \$942.73               | \$971.01               | \$1,000.14             |
| 23    | \$924.52          | \$956.88               | \$985.58               | \$1,015.15             |
| 24    | \$938.38          | \$971.23               | \$1,000.36             | \$1,030.37             |
| 25    | \$952.46          | \$985.79               | \$1,015.37             | \$1,045.83             |
| 26    | \$966.74          | \$1,000.58             | \$1,030.59             | \$1,061.51             |
| 27    | \$981.25          | \$1,015.59             | \$1,046.06             | \$1,077.44             |
| 28    | \$995.97          | \$1,030.82             | \$1,061.75             | \$1,093.60             |
| 29    | \$1,010.90        | \$1,046.29             | \$1,077.67             | \$1,110.01             |
| 30    | \$1,026.06        | \$1,061.97             | \$1,093.83             | \$1,126.65             |
| 31    | \$1,041.46        | \$1,077.91             | \$1,110.25             | \$1,143.55             |
| 32    | \$1,057.08        | \$1,094.08             | \$1,126.90             | \$1,160.71             |
| 33    | \$1,072.94        | \$1,110.49             | \$1,143.80             | \$1,178.12             |
| 34    | \$1,089.04        | \$1,127.16             | \$1,160.97             | \$1,195.80             |
| 35    | \$1,105.37        | \$1,144.06             | \$1,178.38             | \$1,213.73             |
| 36    | \$1,121.95        | \$1,161.22             | \$1,196.05             | \$1,231.93             |
| 37    | \$1,138.78        | \$1,178.63             | \$1,213.99             | \$1,250.41             |
| 38    | \$1,155.86        | \$1,196.31             | \$1,232.20             | \$1,269.17             |
| 39    | \$1,173.19        | \$1,214.25             | \$1,250.68             | \$1,288.20             |
| 40    | \$1,190.79        | \$1,232.47             | \$1,269.45             | \$1,307.53             |
| 41    | \$1,208.66        | \$1,250.96             | \$1,288.49             | \$1,327.14             |
| 42    | \$1,226.78        | \$1,269.72             | \$1,307.81             | \$1,347.04             |
| 43    | \$1,245.19        | \$1,288.77             | \$1,327.43             | \$1,367.26             |
| 44    | \$1,263.87        | \$1,308.10             | \$1,347.34             | \$1,387.76             |
| 45    | \$1,282.82        | \$1,327.72             | \$1,367.55             | \$1,408.58             |
| 46    | \$1,302.07        | \$1,347.64             | \$1,388.07             | \$1,429.71             |
| 47    | \$1,321.60        | \$1,367.85             | \$1,408.89             | \$1,451.15             |
| 48    | \$1,341.42        | \$1,388.37             | \$1,430.02             | \$1,472.92             |
| 49    | \$1,361.54        | \$1,409.20             | \$1,451.47             | \$1,495.02             |
| 50    | \$1,381.96        | \$1,430.33             | \$1,473.24             | \$1,517.44             |
| 51    | \$1,402.69        | \$1,451.79             | \$1,495.34             | \$1,540.20             |
| 52    | \$1,423.74        | \$1,473.57             | \$1,517.78             | \$1,563.31             |
| 53    | \$1,445.09        | \$1,495.67             | \$1,540.54             | \$1,586.76             |
| 54    | \$1,466.75        | \$1,518.09             | \$1,563.63             | \$1,610.54             |
| 55    | \$1,488.77        | \$1,540.88             | \$1,587.10             | \$1,634.71             |

|    |            |            |            |            |
|----|------------|------------|------------|------------|
| 56 | \$1,511.10 | \$1,563.99 | \$1,610.91 | \$1,659.24 |
| 57 | \$1,533.77 | \$1,587.45 | \$1,635.07 | \$1,684.12 |
| 58 | \$1,556.78 | \$1,611.27 | \$1,659.61 | \$1,709.39 |
| 59 | \$1,580.12 | \$1,635.43 | \$1,684.49 | \$1,735.03 |
| 60 | \$1,603.83 | \$1,659.96 | \$1,709.76 | \$1,761.05 |
| 61 | \$1,627.88 | \$1,684.86 | \$1,735.41 | \$1,787.46 |
| 62 | \$1,652.30 | \$1,710.13 | \$1,761.44 | \$1,814.28 |
| 63 | \$1,677.08 | \$1,735.78 | \$1,787.85 | \$1,841.49 |
| 64 | \$1,702.24 | \$1,761.82 | \$1,814.68 | \$1,869.12 |
| 65 | \$1,727.77 | \$1,788.24 | \$1,841.89 | \$1,897.15 |
| 66 | \$1,753.69 | \$1,815.07 | \$1,869.53 | \$1,925.61 |
| 67 | \$1,780.00 | \$1,842.30 | \$1,897.57 | \$1,954.49 |
| 68 | \$1,806.70 | \$1,869.93 | \$1,926.03 | \$1,983.81 |
| 69 | \$1,833.80 | \$1,897.98 | \$1,954.92 | \$2,013.57 |
| 70 | \$1,861.31 | \$1,926.46 | \$1,984.25 | \$2,043.77 |
| 71 | \$1,889.22 | \$1,955.34 | \$2,014.00 | \$2,074.42 |
| 72 | \$1,917.56 | \$1,984.68 | \$2,044.22 | \$2,105.55 |
| 73 | \$1,946.33 | \$2,014.45 | \$2,074.88 | \$2,137.13 |
| 74 | \$1,975.52 | \$2,044.66 | \$2,106.01 | \$2,169.19 |
| 75 | \$2,005.15 | \$2,075.33 | \$2,137.59 | \$2,201.72 |

#### 16.4 Salary Sacrificing

Agreement may be reached in line with legislative requirement between employees and Council to salary sacrifice in order that payments can be made at a pre-taxed rate of pay. Such sacrificing shall not be greater than 50% of the actual rate of pay and the remaining amount not to be less than the entry level for the position. Employees need to ensure they understand what will be the effect of salary sacrificing.

#### 16.5 Casual Loadings

Casual employees will be paid a casual loading (refer to table below) to compensate for loss of other employment provisions. Casual employees will have entitlements in accordance with the Long Service Leave Act

|        |        |
|--------|--------|
| 1/7/05 | 1/7/06 |
| 22.5%  | 25%    |

#### 16.6 Allowances

As at 1 January 1995 a \$45 allowance payment was incorporated into the rate of pay for operational employees taking into account all site and disability allowances:

##### 16.6.1 First Aid Allowance

A salaried employee who is the holder of a St John's Ambulance Certificate or equivalent and who is authorised by the Council to carry out First Aid duties as part of their regular duties will be paid a weekly allowance in accordance with the allowance schedule.

##### 16.6.2 Shift Allowance

Any employee required to work ordinary hours on shift work commencing and/or concluding outside the parameters of 6:00 am to 6:00 p.m. will be paid a shift allowance in accordance with the allowance schedule.

##### 16.6.3 Language Aide Allowance

An employee, who is recognised by Council as a Language Aide, will be paid a weekly allowance in accordance with the allowance schedule.



16.6.4 Tool Allowance

Subject to the employee maintaining an adequate kit of tools relating to their trade a tool allowance will be paid in accordance with the allowance schedule.

Where it has been the practice by Council to supply tools to employees other than those specified above, this practice will continue.

16.6.5 On Call Allowance - General

An employee who is directed to be on call and is listed on Council's after hour's emergency service and is required to service calls will be paid a daily allowance in accordance with the allowance schedule.

16.6.6 On Call Allowance - Overseers and Works Coordinators

An Overseer or Works Coordinator, who is the nominated person to be called in the event of emergencies, will be paid a weekly allowance in accordance with the allowance schedule.

16.6.7 Exhumations Allowance & Vault Transfer Allowance

Employee's involvement in an exhumation or vault transfer will be on a voluntary basis and will attract an allowance in accordance with the allowance schedule. Procedures for exhumation and vault transfers are according to the procedure statement held in council's procedure statement register.

16.6.8 Allowance Schedule

| Allowance       |                | 1/7/05   | 1/7/06   | 1/7/07   |
|-----------------|----------------|----------|----------|----------|
| First Aid       | Weekly         | \$14.46  | \$15.14  | \$15.59  |
| Language Aid    | Weekly         | \$17.29  | \$17.81  | \$18.34  |
| Tool            | Weekly         | \$23.33  | \$24.03  | \$24.76  |
| On Call General | Mon - Fri      | \$47.55  | \$48.98  | \$50.44  |
|                 | Sat - Sun      | \$73.60  | \$75.81  | \$78.08  |
| Exhumation      | Per occurrence | \$400.74 | \$412.76 | \$425.14 |
| Vault Transfer  | Per occurrence | \$66.79  | \$68.79  | \$70.86  |
| Meal            | Per shift      | \$14.02  | \$14.44  | \$14.88  |
| Meal Thereafter | Per shift      | \$14.70  | \$15.14  | \$15.59  |

Allowances in above table will be varied in accordance with enterprise agreement variations.

| Allowance |           | 1/7/05 | 1/7/06 | 1/7/07 |
|-----------|-----------|--------|--------|--------|
| Shift     | Per shift | \$30   | \$30   | \$30   |

It is agreed that future changes to the shift allowance will be undertaken in accordance Enterprise Agreement increases from 1/7/08.

| Allowance    |                    | 1/7/05      | 1/7/06     | 1/7/07     |
|--------------|--------------------|-------------|------------|------------|
| * On Call    | Ordinary Work day  | \$13.30pd   | \$13.80pd  | \$14.20pd  |
| Coordinators | Other Days         | \$26.10pd   | \$27.00pd  | \$27.80pd  |
|              | Max weekly Payment | \$118.70 pw | \$122.90pw | \$126.60pw |

Variation to rates in table above will be made in accordance with the Local Government Award.

#### 16.6.9 Provision of Employee's Vehicle

Where an employee has received approval to use their own vehicle to conduct Council business, they will be paid no less than:

|                         |             |
|-------------------------|-------------|
| Under 2.5 litre vehicle | 54 cents/km |
| 2.5 litre and over      | 62 cents/km |

These payments will be increased in accordance with general movements within the Local Government Industry as advised by the Local Government Association.

#### 16.6.10 Travelling

Where employees are requested to use their own vehicles to attend a training course, those employees are entitled to payment of a travelling allowance for the difference in kilometres from what would normally be incurred to attend work and that which has been incurred.

Where a wages employee is directed to work at another work location and to use their own vehicle they will be entitled to the payment of mileage incurred greater than 64 kilometres calculated over a week.

Where a salaried employee is directed to work at another work location and to use their own vehicle they will be entitled to the payment of mileage incurred greater than 38 kilometres calculated over a week.

Such kilometres will be paid at the appropriate rate stated in section 16.6.9 for use of own vehicle for official business use and recorded on timesheets or other pay records.

### 16.7 Apprentice, Cadet, Trainee and Junior Rates

#### Classifications and Rates of Pay

##### a. Apprentices and Cadets

Council has the ability to employ apprentices, cadets and trainees within its workforce. All apprentices, cadets and trainees will be employed in accordance with agreed policy and current legislative requirements. This section should be read in conjunction with Council's Staff Training and Education Policy.

The weekly apprentice and cadet rates of pay are below. These rates of pay are all inclusive rates which incorporate payment for all allowances otherwise applying to employees covered by this agreement:

Cadets and apprentices are eligible for progression through incremental pay scale on their anniversary date. This increase is granted subject to achieving the expected level of performance and capability requirements for the position over the period of review and in their university or TAFE studies as indicated by academic results.

#### Apprentices Certificate Level

| Grade | 1/7/05   | 1/7/06   | 1/7/07   |
|-------|----------|----------|----------|
| 1     | \$506.43 | \$521.62 | \$537.27 |
| 2     | \$582.71 | \$600.19 | \$618.19 |
| 3     | \$634.52 | \$653.56 | \$673.17 |
| 4     | \$701.72 | \$722.77 | \$744.45 |

Cadets Associate Diploma & Degree

| Grade |                                     | 1/7/05   | 1/7/06   | 1/7/07   |
|-------|-------------------------------------|----------|----------|----------|
| 1     | Associate Diploma Commencement Rate | \$568.78 | \$585.85 | \$603.42 |
| 2     | Degree Commencement Rate            | \$611.88 | \$630.24 | \$649.15 |
| 3     |                                     | \$668.42 | \$688.48 | \$709.13 |
| 4     |                                     | \$726.17 | \$747.96 | \$770.40 |
| 5     |                                     | \$759.10 | \$781.88 | \$805.33 |
| 6     |                                     | \$773.63 | \$796.84 | \$820.75 |
| 7     |                                     | \$790.58 | \$814.30 | \$838.73 |

b. Trainees

The following minimum weekly rates of wages for trainees will be in alignment to the provisions under the Local Government (State) Award.

| Grade | Year 12                    |       |
|-------|----------------------------|-------|
| 1     | School Leaver              | \$284 |
| 2     | Plus 1 year out of school  | \$330 |
| 3     | Plus 2 years out of school | \$384 |
| 4     | Plus 3 years out of school | \$439 |

c. Junior Employees

| Junior Clerks | 1/7/05   | 1/7/06   | 1/7/07   |
|---------------|----------|----------|----------|
| Level         |          |          |          |
| Yr 1          | \$494.32 | \$509.15 | \$524.42 |
| Yr 2          | \$555.17 | \$571.83 | \$588.98 |
| Yr 3          | \$593.26 | \$611.06 | \$629.39 |
| Yr 4          | \$654.12 | \$673.74 | \$693.96 |

| Junior Library Assistants | 1/7/05   | 1/7/06   | 1/7/07   |
|---------------------------|----------|----------|----------|
| Level                     |          |          |          |
| Yr 1                      | \$528.26 | \$544.11 | \$560.44 |
| Yr 2                      | \$565.11 | \$582.06 | \$599.53 |
| Yr 3                      | \$616.45 | \$634.94 | \$653.99 |
| Yr 4                      | \$671.20 | \$691.33 | \$712.07 |

16.8 Payment of Salaries and Wages

Employees will be paid by Electronic Fund Transfer to their nominated account. Notwithstanding unforeseen circumstances, Council will release the funds prior to the designated Thursday pay day.

Financial institutions may allow employees access to their pay prior to the designated pay day. However, Council does not have any responsibility other than ensuring the funds can be accessed on the designated Thursday pay day.

16.9 Superannuation

The parties agree that the Local Government Superannuation Scheme is the preferred provider for superannuation contributions made by Council.

#### 16.10 Deductions from Wages

The Council will be entitled to deduct out of an employee's salary any sums as the employee requests in writing in respect of contributions or payments for the purposes approved by Council. Council and employees agree to rectify any over or underpayment to pays after consultation.

#### 16.11 Government Funded Employment Programs (GFEP)

It is agreed that Wollongong City Council has a role to play in the implementation of Federal, State and Local Government training and employment programs.

It is further agreed that where funding for these programs includes specific conditions of pay or employment, these will be applied in lieu of Enterprise Agreement provisions. In all other circumstances, however, the provisions of this Enterprise Agreement will apply.

All trainees from GFEP will be considered as supernumerary to Council's workforce.

#### 16.12 Job Evaluation

Job Evaluation involves the systematic comparison of jobs, based upon work value, in order to determine the appropriate salary levels for position in Council.

Council's Job Evaluation System employs the OCR methodology to determine work value. The System contains six broad factor headings. Each of the factors is multi-faceted, combining a number of specific sub-elements required to fully assess the nature and scope of each position. The six broad factors are;

##### **Authority and Accountability**

The authority or the freedom the employee has for making decisions, the impact of these decisions and the level of responsibility for these decisions.

##### **Judgement and Problem Solving**

The demand for analysis and evaluation of issues and the need for creative reasoning and innovative decision making.

##### **Specialist Knowledge and Skills**

The sum total of knowledge and skills that is acceptable for the performance of the job. Both breadth and depth of knowledge and the ability to apply the knowledge are necessary.

##### **Management Skills**

The scope and complexity of activities involving degrees of planning, organising, performing, coordinating and reviewing.

##### **Interpersonal Skills**

The skills required for negotiating, influencing and gaining cooperation from others.

##### **Qualifications and Experience**

The education, training and experience required to perform the job

For information refer to Employment Policies and Procedures - Job Evaluation Policy which includes the appeals process mechanism (which is not incorporated in the terms of this Enterprise Agreement).

## **17. Employment Policies**

- 17.1 The purpose of policies is to define standards and procedures to be applied to ensure compliance by all employees with legislative and organisational requirements. The parties to this Enterprise Agreement understand the value of policies in forming an important aspect of the employment relationship.
- 17.2 It is acknowledged by the parties that by having a number of policies annexed to this Enterprise Agreement will allow greater flexibility during the period of the agreement. The terms of the annexed policies do not form part of the terms of the Enterprise Agreement.
- 17.3 During the term of the Enterprise Agreement, the policies set out in annexure A may be varied or amended or a new policy introduced, after consultation between the relevant unions/s and management as defined by the Policy Change Process below. If a new policy is developed it will be annexed to this Enterprise Agreement but will not form part of the terms of this Agreement.
- 17.4 Policy Change Process
- 17.4.1 Following initial consideration by management, proposals by a party for changes to policies or implementation of new policies will include;
- i. Communication to affected unions and employees on the suggested changes to be made to a policy.
  - ii. Explanation on the need for changing a policy or introducing a new policy.
  - iii. Provide the likely impacts of changes to a policy or introduction of a new policy.
  - iv. Outline the desired outcomes from changing a policy or introducing a new policy (if available).
  - v. Provide information and data to employees and unions relating to the changed policy or new policy.
  - vi. Discussion to take place with affected employees and unions to identify and investigate issues arising from the changed policy or new policy.
  - vii. Provide feedback on outcomes of investigations to employees and unions through the Joint Consultative Committee.
  - viii. Assess if there is an opportunity to trial the changed policy or new policy.
  - ix. Timeframe for implementing changed or new policy.
- 17.4.2 This information will be provided to the Joint Consultative Committee in the first instance and prior to any other action being initiated.
- 17.4.3 At the conclusion of the Policy Change Process, the union and its members will have twenty eight (28) days to respond to the proposed changed policy or new policy.
- 17.4.4 Where the consultation process has concluded and there is disagreement to the proposed changed policy or new policy, the process below will be implemented;
- 17.4.5 Stage 1 - A party to the consultation process shall notify the other party that they regard the consultation period has been exhausted.

17.4.6 Stage 2 - The proposed changed policy or new policy may be implemented within 5 working days of the above notification unless a party to the consultation process;

- i. Notifies in writing that it seeks a 21 day "cooling off period" which will apply from the date of the notification advising consultation has been exhausted. There will be no industrial action during the cooling off period and the status quo (existing prior to the proposed change) shall apply
- ii. During the cooling off period, a party can arrange a meeting with management and relevant union officials/delegates in an attempt to resolve the matter in accordance with the grievance procedure or shall notify the Industrial Relations Commission of a dispute under the Industrial Relations Act 1996.
- iii. A proposed changed policy or new policy may be implemented during or after the 21 day cooling off period subject to resolution being reached by the parties or by decision of the Industrial Relations Commission.

17.4.7 Stage 3 - If no dispute has been notified to the Industrial Relations Commission or no grievance procedure meeting arranged within the 21 day cooling off period, the proposed changed policy or new policy may be implemented after the expiry of the 21 day cooling off period.

## **18. Vacancies**

The parties recognise that positions may become vacant through natural attrition. In the event of such vacancy occurring, management will review the position and the parties recognise that it may not be necessary that this position be filled. If the decision is made not to fill a vacant position, the union will be notified in writing within two (2) months of the position becoming vacant. If the position is to be filled, it will be advertised within three (3) months of the position becoming vacant.

## **19. Inability to Undertake Normal Duties**

Wollongong City Council will recognise that from time to time employees are incapable to complete their normal duties. Council will recognise this and give consideration to the options contained in the Workplace Injury management Program.

## **20. Appointment & Promotion**

- 20.1 Council's Appointment Policy is stated in the "Employment Policies and Procedures" document, and as varied from time to time, will apply. The Appointment Policy does not form part of this Agreement.
- 20.2 Prior to the application of the Appointment Policy, the provisions of the Lateral Transfer Policy may be applied. (which is not incorporated in the terms of this Enterprise Agreement).

## **21. Regrading Policy**

- 21.1 The parties recognise and accept that the SPMAS is the primary means to be used by employees to access wage and salary increases.
- 21.2 Underpinning this is the Regrade Policy which serves as a safety net to address exceptional/special circumstances which are causing some employees to be disadvantaged, e.g.; change in job responsibilities/circumstances.
- 21.3 In recognition of this, during the first 12 months of this Agreement the parties agree to review the Regrade Policy. The review will address both the policy and the procedure and will focus on such items as:

Criteria to be addressed in regrade application

How the policy relates to the SPMAS

#### Time limits/frames for dealing with application

- 21.4 Council recognises the need to retain and motivate its employees through recognition and reward of performance. The Regrade Policy provides management and employees with clear guidelines to implement a regrade process which is applied consistently across the organisation, ensures equity of access and is fair.
- 21.5 All employees are eligible to apply or be considered for regrading at any time on the basis of the factors set out in the regrade procedures.
- 21.6 Payment of salary above the upper level of the evaluated salary range for a position requires the endorsement of the relevant Director. Payment above the upper salary level is available only in exceptional circumstances, and is based upon submission by the job holder and Divisional Manager which satisfies all of the following criteria:
- i. The job holder is currently paid at the top of the evaluated salary range
  - ii. The job holder satisfies all of the competency requirements for remuneration at the upper level of the salary range
  - iii. The job holder has demonstrated consistent outstanding performance which is additional to the normal requirements of the position.
- 21.7 The basis for approving an application for regrading will be changes occurring in one or more of the following factors within the context of the applicant's work and by addressing each of the duties and responsibilities outlined in the applicant's current job description :
- i. qualifications
  - ii. skills
  - iii. work experience
  - iv. work achievements
  - v. performance
  - vi. level and/or type of responsibility
  - vii. content of the work
  - viii. workload
  - ix. work value as determined by council's job evaluation system
  - x. comparative salaries in the current labour market.
- 21.8 These changes will add value to the applicant's work area, Division and/or to the Council as a whole.
- 21.9 If the applicant wishes to appeal the Manager's decision, they must lodge a Regrade Appeal Form with the General Manager and send a copy to the relevant local Union Committee within 10 working days of receiving the Manager's written advice. This written appeal must state the specific grounds for the appeal, e.g.
- i. unfair treatment,
  - ii. the factors as listed above have not been adequately considered by the Manager,
  - iii. the appropriate range of information has not been collected,

- iv. the information used in making the decision is incorrect or outdated,
- v. other reasonable grounds.

21.10 If the applicant is still not satisfied with the determination, they should refer to the Grievance Procedure.

21.11 For information refer to Employment Policies and Procedures - Regrade Policy (which is not incorporated in the terms of this Enterprise Agreement).

## **22. Resignation/Retirement/Termination**

22.1 Notice of Resignation/Retirement/Termination will be given in writing by the employee on the following basis:

- i. Employees classified up to Grade 30 - two (2) weeks' notice;
- ii. Employees classified on Grade 31 and above - four (4) weeks' notice.

22.2 Where this notice is not given the employee will forfeit payment in lieu of notice from their final payment, or the organisation will provide payment to the employee in lieu of notice.

22.3 Where an employee has given or been given notice they will continue in their employment until the date for the expiration of their notice. Employees who, without reasonable cause, absent themselves from work during the notice period will be deemed to have abandoned their employment.

22.4 Nothing contained in the termination of employment provisions will affect the right of the council to summarily dismiss any employee without notice. Any termination of employment will not contravene the organisation's disciplinary procedures.

22.5 Notice of termination of employment will not be deemed to terminate the service if it be given for the purpose of evading payment of any holiday and with the intention of re-engaging the employee within two weeks after this holiday.

22.6 For information regarding Resignation/Retirement/Termination refer to the Employment Policies and Procedures - Resignation/Retirement/Termination (which is not incorporated in the terms of this Enterprise Agreement)

## **23. Voluntary Redundancy**

23.1 Voluntary Redundancy is an option for employees whose positions have been identified as redundant.

23.2 The Council may make offers of voluntary redundancy to surplus employees or as a preliminary step in discussing options with employees, identify those who wish to take this option. Following discussions with employees and relevant unions Council will assess who will be offered a package.

23.3 Formal offers must be accepted by employees within 4 weeks.

23.4 Employees who decline and opt for redeployment will not be entitled to the voluntary redundancy package at a later date, unless otherwise mutually agreed.

23.5 The following employees are not eligible for voluntary redundancy:

- i. Employees engaged on short term and/or casual basis or for a specific period.
- ii. Apprentices whose services would normally be terminated at the conclusions of their apprenticeship or within a short period thereafter.
- iii. Employees on workers' compensation whose claim is based on compensation for termination or others awaiting determination of claims against the employer for termination of services.



- iv. Employees subject to termination on the grounds of misconduct or unsatisfactory service.

23.6 Voluntary redundancy will be as follows:

- i Severance pay at the rate of 3 weeks per year of continuous service with the minimum regulated by the *Employment Protection Act 1995*, as amended.

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- ii Loading on all accrued and pro rata Long Service and annual leave entitlements, where applicable.
- iii and any other accrued entitlements held by the employee.

#### **24. Calculation of Service**

24.1 Subject to the provisions contained elsewhere in this Agreement, calculation of service will include the total period of employment with Wollongong City Council from the date of commencing duties to the date of termination of employment, plus all service transferred from other Council's for the purposes of Long Service Leave Entitlements.

24.2 In calculating periods of service with Council, the following will be taken into account and counted as service:

- i. Any leave of absence with pay approved by Council;
- ii. Any leave of absence without pay approved (including unpaid parental leave) by the Council not exceeding thirty consecutive days or shifts within any one service year;
- iii. Any leave of absence without pay approved by the Council for any period to enable the employee to gain experience with other employers or to improve the employee's knowledge on matters pertaining to the Council's activities;
- iv. Sick Leave with pay approved by Council;
- v. Periods of absence due to accident whilst an employee of the Council and whilst receiving payment under the Workers' Compensation Act 1987 as amended;
- vi. Annual and Long Service Leave;
- vii. Any absence on paid parental leave;
- viii. Periods of service whilst in employment as a temporary employee;
- ix. Where an employee has resigned or has been terminated by Wollongong City Council for any reason other than misconduct and is re-employed by Wollongong City Council within a twelve month period, the total length of service accruing to them at the date of resignation, retirement or discharge will be taken into account for calculating length of service and leave entitlements;
- x. Leave of absence paid or unpaid for the purpose of undergoing service with any branch of the Armed Services either compulsorily or voluntarily. Refer to Council's Military Leave Policy in regard to Defence Force Reserve Leave.

24.3 For the purpose of calculating Long Service leave entitlements, the continuity of service will be deemed to be unbroken when transferring from one Council to another within NSW:

- i. Where the break in service is less than one month in the case of an employee who has not yet qualified for long service leave accruals; or

- ii. Where the break in service is less than three months in the case of an employee who has qualified for long service leave accruals;
- iii. Provided that the employee does not undertake paid employment for another organisation between leaving one Council and commencing with Wollongong City Council.

## **25. Higher Grade Pay**

- 25.1 Higher grade payments are intended to fairly remunerate employees when acting in positions at a higher level which is vacant or the holder is on leave or on secondment. Where an employee has relieved in a higher position continuously for a period of three (3) calendar months or more, all approved leave, i.e. Annual Leave, Sick Leave, Carers Leave, Long Service Leave and paid Parental Leave taken by the employee immediately at the end of that period will be paid at the higher grade rate.
- 25.2 If in a three (3) month period a total aggregate of not more than five (5) working days are worked at the lower classification this will be deemed not to have broken continuity.
- 25.3 If a public holiday is observed during a period an employee is acting in a higher grade position, the employee's pay for the public holiday will be calculated at the higher grade rate of pay.
- 25.4 Employees relieving in a higher position will be paid up to two days sick leave at the higher rate during a four (4) week period.
- 25.5 Employees acting in positions that have been through the evaluation process will be remunerated at the entry level for the position unless otherwise agreed
- 25.6 Non-Eligibility
  - 25.6.1 Higher grade pay will not be paid to employees in the following situation:
    - i. Any employee who is directed to perform work in a higher grade for the purposes of training, provided that the work performed is less than the normal duties of the higher grade position.
    - ii. During periods of relief for an employee absent on flex leave.
    - iii. Apprentices, cadets and trainees who are employed in training positions are not eligible for higher grade pay.
  - 25.6.2 In making the decision on the placement of personnel for relief work and determination of the grade of pay, the following should be considered:
    - i. Is the person being utilised on a training program?
    - ii. Is the incumbent person enjoying a rate of pay which is higher than normal for their position?
  - 25.6.3 These two factors have to be determined as it should be made clear to the relief in cases where the higher grade pay will not be the same as the incumbent person.
- 25.7 Wages Employees
  - 25.7.1 If an employee is directed to work at a grade higher than their normal classification for a period of more than four (4) hours they will be paid the higher grade for the ordinary hours of their working day.

## 25.8 Salaried Employees

25.8.1 Where an employee is required to perform normal duties of a higher grade than classified for a period of at least one (1) full working day they will be paid higher grade pay at the appropriate grade as prescribed in the Enterprise Agreement.

25.8.2 No higher grade pay is to apply for less than one (1) full working day, or for periods of flex leave.

25.8.3 For information refer to Employment Policies and Procedures -Higher Grade Pay Policy (which is not incorporated in the terms of this Enterprise Agreement). Link to Higher Grade Pay form.

## 26. Overtime and Penalty Rates

26.1 Each employee who is normally rostered to work on Saturday, Sunday and Public Holidays will be paid in accordance with the following:

- i. Saturday - time and one half;
- ii. Sunday - double time.
- iii. Public Holidays - double time

26.2 Council may require any employee to work reasonable overtime on any day.

26.3 Except as otherwise prescribed by this Agreement, any employee who is directed, by the Divisional Manager or other employee authorised by the Council, to work:

- i. In excess of their ordinary hours of work will be paid for all time at the rate of time and one half for the first two hours worked double time thereafter.
- ii. Overtime worked on Sundays or on a public holiday will be paid for at the rate of double time.

26.4 When an employee, after having unplanned worked overtime, finishes work at the time when reasonable means of transport are not available and where an employee does not have their own vehicle at work, the Council will provide a conveyance to their place of residence. Failing the provision of this transport, the employee will be paid ordinary rates of pay for the time it would reasonably take them to reach their home, together with any reasonable travelling expenses incurred.

26.5 An employee recalled to work overtime after leaving the place of work will be paid a minimum payment of four hours pay at the appropriate overtime rates of pay. Subsequent call outs within that four hour period will not attract an additional payment. When calculating the hours worked on a call out, travelling time, using the most direct route from and to an employee's home will be taken into account.

26.6 The Recall of Employee provisions do not apply for overtime worked of less than three hours duration under the following circumstances.

- i. For the purpose of changing shift rosters; or
- ii. Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- iii. Where a shift is worked by arrangement between the employees themselves.

## 26.7 Meal Breaks

26.7.1 An employee who works two or more hours overtime immediately after the completion of a normal day is entitled to a 30 minute paid meal break. The meal break may be taken at the commencement of the overtime period or later by mutual agreement.

26.7.2 An employee is entitled to another 30 minute paid meal break after each period of four hours overtime, provided that they work a further hour. Meal breaks may be of up to one hour duration by agreement but a maximum of 30 minutes will be paid.

26.8 Saturday, Sunday and Public Holidays

26.8.1 If an employee works 5 hours or more but not exceeding 9 hours a 30 minute meal break will be paid.

26.8.2 Meal breaks are paid breaks in these circumstances. The appropriate meal allowance will also apply. A further meal allowance shall be paid after each subsequent four hours worked

26.9 Meal Allowances

| Allowance       |           | 1/7/05  | 1/7/06  | 1/7/07  |
|-----------------|-----------|---------|---------|---------|
| Meal            | Per shift | \$14.00 | \$14.40 | \$14.85 |
| Meal Thereafter | Per shift | \$14.70 | \$15.15 | \$15.60 |

26.10 Overtime continuous with the Ordinary Day's Work

26.10.1 Where an employee is instructed to work overtime for two hours or more irrespective of whether these hours are worked continuously or are broken by the taking of a meal break, the employee will be paid a meal allowance.

26.10.2 Thereafter, a further meal allowance shall be paid after each subsequent four hours worked.

26.10.3 These provisions apply irrespective of whether the overtime is worked prior to or following the commencement of ordinary duties.

26.11 Overtime not continuous with the ordinary day's work

26.11.1 Where an employee is instructed to work overtime for four or more hours irrespective of whether such hours are worked continuously or are broken by the taking of a meal break, the employee will be paid

- i. A meal allowance where the employee works five hours or more.
- ii. Thereafter, a further meal allowance shall be paid after each subsequent four hours worked.

**27. Hours of Work**

27.1 The ordinary working hours of all employees shall be 35 hours per week worked between Monday to Friday or Monday to Sunday for rostered work.

27.2 The ordinary hours for all employees will not exceed on average, thirty-five hours per week, within the hours of 6:00 am to 6:00 pm.

27.3 Variation to working hours will occur only after consultation and involvement of employees, unions and management.

27.4 Proposals to alter an employee's hours of work must be genuine and will not be unreasonably withheld by any of the parties. Upon conclusion of consultation, where there is no agreement to the change, the Organisational and Operational Change clause will be applied.

27.5 Special Circumstances

27.5.1 Where special circumstances (eg operational requirements, community service needs) arise which require work to be performed outside of the usual hours for that work, management, the

employees concerned and their union(s) shall discuss the circumstances and develop new arrangements. Agreement on the new arrangements shall not be unreasonably withheld.

27.5.2 Management will give the employees concerned and their union(s) no less than seven days notice of the implementation of the change.

## 27.6 Short Term Shift Work

27.6.1 Where special projects require work to be performed outside of the usual spread of hours determined for that work, short term shift work arrangements will be developed following consultation between management, employees and relevant unions.

## 27.7 Morning tea and Meal Breaks

27.7.1 Morning tea for all employees will be taken at the employee's place of work or where not practicable, the nearest safe and practicable place of work.

- i. Council will provide coffee, tea, milk, sugar and biscuits for salaried employees.
- ii. Level two of the Administration Building will be retained for employee's facilities.

27.7.2 A meal break of at least thirty minutes should be taken following five hours continuous work, except in unavoidable cases such as breakdown, employees engaged in concrete finishing, or other reasons beyond the organisation's control.

## 27.8 Rest Breaks

27.8.1 An employee will be required to have a rest break of ten hours duration after concluding ordinary duties or overtime and prior to recommencing ordinary duties on the next day.

27.8.2 Notwithstanding this provision, it is agreed and accepted that alternative rest break arrangements can be negotiated between Council and Unions in conjunction with negotiations in relation to hours of work.

## 27.9 Hours of Work - Wages Employees

27.9.1 Except as otherwise arranged, the ordinary working hours for wages employees will be will not exceed thirty-five hours per week and will be worked in five days or shifts of 7 hours 46 minutes each Monday to Friday inclusive between the spread of hours of 6.00am to 6.00pm.

27.9.2 Wash-Up Time - All wages employees will not commence to wash-up more than 10 minutes before the end of the working day.

27.9.3 Nine Day Working Period - Council operates a nine day working period arrangement for its wages employees in accordance with the Shorter Working Week undertakings endorsed by the Industrial Commission on 17 June 1982 and introduction of the thirty-five hour week in July 2001.

27.9.4 Where an employee is required to work on what would have ordinarily been a Rostered Day Off and where it is agreed, they will be able to accrue a maximum of thirty-five hours. These arrangements will be subject to:

- i. Council providing the employee with notice that they will be required to work their rostered day prior to the conclusion of the shift immediately preceding the scheduled Rostered Day Off;
- ii. Employees providing a minimum of 48 hours notice prior to taking an accrued rostered day. In cases of emergency the situation will be viewed on its merits.

- iii. If a holiday occurs on an employee's roster day under a roster system an employee will be paid for their ordinary rate of pay for this roster day or another day off will be allowed.

27.9.5 Senior Ocean Lifeguards or Ocean Lifeguards - Thirty-five hours per week, to be worked in six days, including Saturday and Sunday and public holidays, as required.

27.9.6 Cleaners - Hours will not exceed thirty-five per week or more than 7 hours per day, Monday to Friday inclusive, between the spread of hours of 4 am to 7 pm and not more than four hours on Saturday between the spread of hours of 4 am to 1 pm; provided that there will not be more than two shifts on any one day.

27.9.7 Supervising Impounding Officer, Impounding Officer and Park Ranger -Will not exceed thirty-five hours per week including Saturday, Sunday and public holidays as required; provided that the employee will be allowed two full days off each week.

27.9.8 Mechanical Broom Operators - Shift Work - Mechanical Broom Operators engaged in street cleansing services may be employed on shift work subject to the following conditions:-

- i. The ordinary working hours will neither exceed 7 hours 46 minutes per day nor, subject to shift arrangements:

- 35 hours per week;
  - 70 hours per fortnight;
  - 105 hours in three weeks;
  - 140 hours in four weeks

and will be worked under either day shift or night shift arrangements.

27.9.9 Storepersons, Tradespersons and Tradespersons Assistants - Shift Work Hours will neither exceed 7 hours, forty-six minutes per day nor 35 hours per week, or 70 hours per fortnight and will be worked as follows:

Day Shift - Between the spread of hours of 6.00 am to 6.00 pm Monday to Friday.

Afternoon Shift - Finishing after 6.00 pm and before 12.00 am Monday to Friday.

Night Shift - Finishing after midnight and at or before 8.00 am Monday to Friday.

27.9.10 Pool Superintendents, Assistant Pool Superintendents and Pool Attendants - Hours will not exceed seventy per fortnight to be worked as rostered, Monday to Sunday, including Public Holidays; provided that at least two days are allowed off each fortnight.

27.9.11 Toilet Cleaner - Mobile - Hours will not exceed thirty-five per week to be worked on Monday to Friday inclusive with Saturday and Sunday being rostered overtime days. It is agreed that commencement times will be outside the spread of hours of 6am to 6pm each day and the payment of a shift allowance will apply.

## 27.10 Hours of Work - Salaried Employees

27.10.1 Except as otherwise arranged, the ordinary weekly working hours will not exceed thirty five hours per week or seven hours per day and will be worked in continuous periods (except for a meal break not exceeding one hour) between the spread of hours of 6:00 am to 6:00 pm Monday to Friday.

27.10.2 Library Employees

i Day Workers:

The ordinary working hours for day workers will be thirty-five (35) hours per week and will be worked on five days, Monday to Friday inclusive between the spread of hours of 6.00 am and 6.00 pm each day. The Council may at its option require such ordinary working hours to be worked between the spread of hours of 6.00 am to 6.00 pm Monday to Friday inclusive, and between the hours of 9.00 am and 12 noon on Saturdays.

ii Shift Workers

The ordinary working hours for shift workers will not be more than thirty-five (35) hours per week and will be worked in accordance with a regular roster between the spread of hours of 8.00 am and 9.00 pm Monday to Friday inclusive, from 8.00 pm to 12 noon on Saturday in straight shifts not exceeding eight consecutive hours per day inclusive of a meal break of not more than one hour.

27.10.3 Maintenance Security Officers, Civic Attendants and Community Infringement Officers - The ordinary working hours will not exceed thirty-five (35) hours per week, including Saturday, Sunday and public holidays as required, provided that the employee will be allowed two full days off each week.

27.11 Commencing and Ceasing Times

The commencing and ceasing times within the spread of hours mentioned above and meal period applying will be determined by operational needs. Employee's personal circumstances will be discussed and considered wherever practicable. Appropriate notice will be provided to enable employees to make suitable arrangements.

## 28. Equal Employment Opportunity

28.1 Council is committed to ensure all employees and prospective employees are treated in an equitable manner and can undertake work activities in a harassment free work environment. This is achieved through application of Council's Equal Employment Opportunity and Harassment Prevention in the Workplace Policies as stated in the "Employment Policies and Procedures" document, as varied from time to time. The Equal Opportunity Policy and the Harassment Prevention in the Workplace Policy do not form part of this Agreement.

28.2 Anti-Discrimination

It is the intention of the parties to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) A party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## **29. Local Area Agreements**

- 29.1 Local Area Agreements can vary any condition of employment contained in this Enterprise Agreement. Any variation proposed for the Local Area Agreement which varies the Enterprise Agreement must be undertaken in accordance with the *Industrial Relations Act 1996* as amended.

Local Area Agreements will be subject to consultation and agreement between employees, unions and management.

The Parties agree that a unified commitment to identify, analyse and implement workplace reform within the spirit and intent of the Agreement is required. Such workplace reform may require the development of "Local Area Agreements", for specific work site/s to enable the establishment of work teams, arrangements and conditions that meet the specific needs of the local area.

Steps for obtaining Local Area Agreements:

1. The Local Work Agreements must follow the corporate process (Organisational and Operational Change).
2. Commencement of the discussion/negotiation process with immediate notification to:
  - all affected Unions and employees.
  - relevant Division Management.

Issues to be considered for ongoing review and implementation of Local Area Agreements include;

- i. Create a workplace in which all employees are actively involved in improving, developing and implementing safe work practices.
- ii. Continue to identify and meet customer and community needs.
- iii. Implementation of processes and initiatives for achieving competitive outcomes.
- iv. Promote and encourage creativity and innovation.
- v. Promote continuous improvement through technological initiatives.
- vi. Create a workplace in which all our employees want to be involved in proving our competitiveness.
- vii. Create a workplace in which all our employees know they are providing value for money and quality services.
- viii. Create an equitable, fair and safe workplace.
- ix. Generate competitive performance, and improved rewards and working conditions.



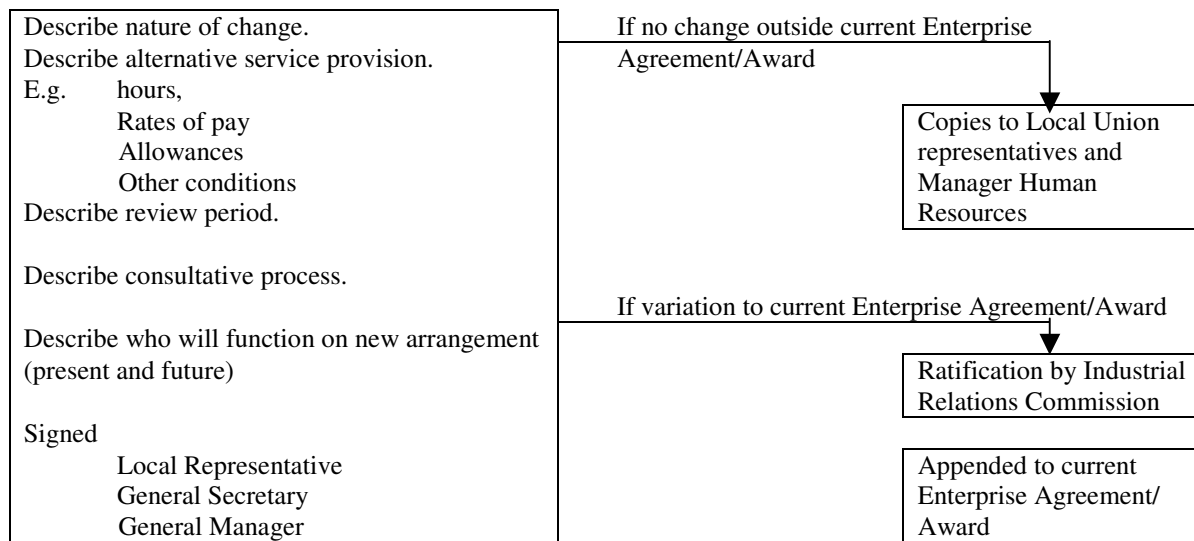
- x. Promote learning and skill development and provide access to training, development and resources.
- xi. Maintain an effective consultative structure and arrangements.
- xii. Maintain ongoing employment security.
- xiii. Support communications between the Parties and a commitment to seeking shared solutions.

29.2 The local area agreement:

- i. has been arrived at through consultation and agreement between employees (agreement constitutes a majority agreement of nominally 80%), union representative and Management.
- ii. to provide not less pay than the entry level for the respective positions.
- iii. variations must be undertaken in accordance with the *Industrial Relations Act* 1996, as amended.

29.3 Agreements reached are to be documented, including a date of operation, and signed by Wollongong City Council and the appropriate union(s).

29.4 Copies of the signed Local Area Agreement shall be provided to the parties to the agreement, and the Manager Human Resources and appended in the Enterprise Agreement.



### 30. Disciplinary Procedures

**Purpose**

- 30.1 The purpose of this clause is to correct inappropriate behaviour/conduct and poor performance.
- 30.2 The Disciplinary procedure is designed to give management and employees a guide for dealing with situations where inappropriate behaviour/conduct and poor performance has been identified and changes need to be agreed to and evaluated.
- 30.3 The disciplinary procedure is to be used in instances of recurring inappropriate behaviour/conduct or performance issues, as initial occurrences of poor performance or inappropriate behaviour/conduct may be related to an employee's personal circumstances.
- 30.4 Each aspect of performance is monitored separately. It is not the intent of the policy that aspects of performance that are distinctly unrelated be used to progress along the disciplinary procedure.

- 30.5 To maintain basic and reasonable standards of behaviour/conduct and performance in the service of Wollongong City Council and to set fair and equitable standards of discipline for unsatisfactory conduct and performance;
- 30.6 Guarantee the rights of all;
- 30.7 Ensure a safe and healthy work environment;
- 30.8 Prevent employees from generating a poor attendance record or poor work habits;
- 30.9 Reinforce and document improved overall performance;
- 30.10 Refer employees to Council's Employee Assistance Program where relevant.

### **Policy**

- 30.11 Wollongong City Council believes that the majority of its employees are loyal and hardworking, however, a large organisation requires policies and standards to assist all managers, supervisors and employees with guidelines and procedures to events that may result in disciplinary or corrective action.
- 30.12 An effective Disciplinary Procedure must be fair, reasonable, logical and easily understood by all.
- 30.13 Supervisors should be aware that these disciplinary procedures should not be used as a sole basis for corrective action of conduct on the job. All supervisors, in the course of their duties, should interact with employees, and, where they have concerns in relation to their performance, raise these concerns as they arise. In most circumstances, unless an employee's misconduct is of such a serious nature, these disciplinary procedures should not be used for a "first offence" (e.g. lateness to work, poor timekeeping, etc.).
- 30.14 Where problems arise on the job and these problems have been discussed between the supervisor and the employee and this employee still shows no signs of improvement, then it may be appropriate to turn to Step 1 of the disciplinary procedures. Caution should be exercised here however, as a sudden deterioration of work performance could indicate underlying personal problems being experienced by an employee. In view of this, all supervisory employees should be fully cognisant of Council's Employee Assistance Program and make all attempts to offer assistance to the employee. If the offer of assistance is refused, and the misconduct persists, then it is appropriate to continue to Step 1 of the disciplinary procedures. Where EAP assistance is sought and provided and no improvement in performance results, these cases will be assessed on their merits to determine appropriate action.
- 30.15 Note:
- 30.16 No disciplinary actions or suspensions will be undertaken unless the following Disciplinary Steps have been completed, except in the case of serious and wilful misconduct - refer to section 30.22.
- 30.17 Review periods will be established for employees who are placed on stages 1,2,3 of the disciplinary procedures. If there are periods of absence from the workplace, all such absences will be added onto the review period which has been established, unless otherwise agreed by the parties

### **Procedure**

- 30.18 Step 1: First Warning (Verbal) - Guidance and Counselling

Whilst this step emphasises guidance and counselling, it must be recognised that guidance and counselling is an integral feature of a supervisory role even in the absence of a formal disciplinary procedure

#### **Problem:**

Employee is demonstrating a performance or behavioural problem.

**Procedure:**

Counselling discussion involving -

- The employee concerned;
- the employee's immediate supervisor;
- The next level supervisor (at the choice of either party); and
- at the option of the employee;

- a) representation by their job delegate; or
- b) by another employee to act as an observer

Note: the employee will be made aware of this option prior to the interview commencing

**Purpose of Discussion -**

- Identify causes of the problem.
- Gain the employee's commitment to solving the problem.
- If appropriate, inform the employee of the services that Council's Employee Assistance Program offers.
- Verbally notify the employee that this action constitutes stage 1 of the disciplinary procedure
- Set a specific date for review of the matter.

**Record:**

The supervisor will note a record of the discussion in a diary to support the verbal warning. This record will include:

- Date and time of discussion.
- Purpose of discussion.
- Follow up date.

If improvement is then made by the agreed date, the supervisor should acknowledge and give recognition to the employee for the improvement and encourage continued improvement. The Supervisor in their diary will note details of such improvement. However, if insufficient improvement by the agreed date, then Step 2 will apply.

30.19 Step 2: Second Warning (Written) - Utilising effective follow up action

**Procedure:**

Conduct a follow up discussion involving -

- The employee concerned;
- The employee's immediate supervisor;
- The next level supervisor; and

at the option of the employee;

- a) representation by their job delegate; or
- b) by another employee to act as an observer

Note: the employee will be made aware of this option prior to the interview commencing

**Purpose of Discussion**

Review previous discussion.

Discuss possible solutions.

If appropriate, refer the employee to the Council's Employee Assistance Program.

Indicate the consequences of further lack of improvement.

Set a specific date for review of a matter.

**Record:**

A written record of a Second Warning is to be forwarded to the Manager Human Resources for placement on the respective staff file and to the employee concerned, together with a copy of Council's Disciplinary Procedures. This record will include the:

Date and time of discussion.

Purpose of discussion.

Follow up date.

Name and signature of supervisors who took the action.

If improvement is then made by the agreed date, the supervisor will acknowledge this and give written recognition to the employee for the improvement the supervisor will monitor and encourage continued improvement. A copy of such letter will be placed on the employee's Personnel file however, if insufficient improvement by the agreed date, then Step 3 will apply.

Note: The union will be notified in writing of what action has been taken in accordance with Step 2.

30.20 Step 3: Final Warning (Written)

**Procedure:**

FINAL WARNING involving,

The employee concerned;

The Divisional Manager;

At the option of the employee;

- a) union representation; or
- b) by another employee to act as an observer

Note: The employee will be made aware of this option prior to the interview commencing and they will be provided with adequate time and resources to organise representation. The seriousness of this step will be emphasised to the employee. The Human Resources Division will provide advice and support at this step, as requested.

The union will be notified in writing that a meeting has been arranged to provide an employee with their final warning. This notification will include details of the meeting time and venue.

**Purpose of discussion -**

Review previous discussions.

Discuss reasons for the situation.

Refer the employee to Council's Employee Assistance Program.

Agree on specific action and follow up date.

If appropriate, inform the employee of the deferral and/or withholding of their increment and indicate the further consequences that will result if the employee does not take immediate corrective action.

The further Consequences (Disciplinary Actions) include:

A suspension with a view to termination;

A dismissal with due notice.

**Record:**

A record of the Final Warning is to be retained on the employee's staff file and will include:

Date and time of discussion.

Purpose of discussion.

Follow up date.

Name and signature of supervisors who took the action.

Copies of all correspondence arising out of this step shall be sent to the employee.

Note: The union will be notified in writing of what action has been taken in accordance with step 3.

Should the employee fail to take the required corrective action within the agreed period, then Step 4 will apply.

30.21 Step 4: Disciplinary Action

**Procedure:**

A meeting will be held involving -

The employee concerned.

The Divisional Manager.

The Manager Human Resources, if requested.

At the option of the employee;

- a) union representation; or
- b) by another employee to act as an observer

**Purpose of meeting**

The Divisional Manager or Manager Human Resources will inform the employee of one of the following -

A suspension with a view to termination;

A dismissal with due notice.

No action for termination of employment will occur until such time as the Manager Human Resources or representative has been consulted concerning the process to be followed.

48 hours written notice (by letter or e-mail) will generally be provided to the appropriate union secretary or their representative to enable sufficient arrangements to be made on behalf of the employee.

**Employee's Rights**

The employee, however, retains the right to take action:

Through the Industrial Relations Commission.

30.22 Summary Dismissal

30.22.1 Nothing contained within this procedure will affect the right of management to summarily dismiss an employee without notice.

30.22.2 The grounds for summary dismissal include, but are not limited to:

Refusing a reasonable and lawful instruction

Acts of serious and wilful misconduct

Abandonment of employment

Drunkenness or affected by the use of illegal drugs whilst at work

Neglect of duty

Breach of duty of fidelity/confidentiality

Criminal offences committed by an employee related to their work.

30.22.3 Each case of summary dismissal MUST be considered on its merits.

30.22.4 Action for summary dismissal may only be initiated by a Divisional Manager following consultation with the Human Resources Division concerning the process to be followed.

30.22.5 Prior to any interview an employee will be made aware of their rights to representation. In addition, the employee will be provided with appropriate means to organise that representation prior to any interview

30.22.6 Where it is intended to summarily dismiss an employee, the employee will be interviewed and:

Given the full reasons for the proposed termination;

Provided with an opportunity to respond to the reasons for the proposed termination;

Given the opportunity of union representation during the interview.

30.22.7 Management will consider any responses made by an employee prior to proceeding with action to terminate that employee's services.

### 30.23 Review of Employee Performance:

30.23.1 The outcomes of any disciplinary procedure, whether they are to progress to the next step or improvement has been made, should have clear documentation on what the next step will be. For example "no improvement" may be a progression on the disciplinary procedure, or "improvement has met the expectations" may mean the reduction or removal of the disciplinary procedure.

30.23.2 A copy of the notation will also be provided to the employee.

30.23.3 These notations regarding improvement in performance MUST be taken into account when contemplating any future disciplinary action against the employee

30.23.4 Employees are able to access, copy and place documentation on their personnel file stating their version of events.

31.23.5 Employees have rights under the Freedom of Information Act.

## **31. Union Picnic Day**

31.1 Union Picnic Day shall be regarded as a holiday for employees who are financial members of the union (s). The Union Picnic Day shall be on the last Friday of the September/October New South Wales School Holidays.

31.2 Employees who are not members of the union(s) and who are not required by Council to work on Union Picnic Day may apply to take other types of leave as may be approved by Council. The union will not claim an additional holiday for union members as a result of non-union members taking other types of leave on Union Picnic Day.

31.3 Employees who are financial members of the union(s) who are required to work on the Union Picnic Day, will be paid at appropriate overtime penalty rates applicable to public holidays.

31.4 Where an employee who is a financial member of the union(s) is absent on approved annual, or long service which overlaps with the Union Picnic Day, payment for the Union Picnic Day will continue to apply in substitution for the approved leave.

## **32. Public Holidays**

32.1 All proclaimed or gazetted Public Holidays are observed as holidays.

32.2 No deduction will be made from the rate of pay of any employee if not required to work on any of such public holidays.

32.3 Where an employee is absent on approved annual, or long service which overlaps with a gazetted or proclaimed public holiday, payment for the public holiday will continue to apply in substitution for the approved leave.

32.4 An employee required to work on a public holiday will be paid for the holiday plus double time for the hours worked on the public holiday.

### **33. Annual Leave**

33.1 All employees will be entitled to:

- i. A period of annual leave equal to five (5) ordinary working weeks for each completed year of service to be taken at a mutually agreeable time. This annual leave will include a fixed component for all employees, subject to service needs of their area, to be taken during the Christmas/New Year period, with the remaining days to be taken at a mutually convenient time throughout the year.
- ii. Annual leave must be applied for at least one month in advance, however, applications for leave made at short notice will be considered by managers based on the merits of each case.

33.2 If an employee has been working at a higher grade and receiving higher grade pay for a continuous period of three months or more, the annual leave will be paid at the higher rate.

33.3 Any employee who is sick whilst on annual leave and produces satisfactory medical evidence as soon as practicable that they are unable to perform normal work duties, shall be granted at a time mutually convenient, additional leave equivalent to the period of sickness falling within the scheduled period of annual leave; provided that the period of sickness is at least five (5) consecutive days.

33.4 Where such leave is sought, notification should be made at the time of intention to claim sick leave.

33.5 Where such leave is sought, Council's Sick Leave policy shall apply.

33.6 No employee, under the terms of this Agreement should accumulate more than ten weeks annual leave.

33.7 Where an employee has in excess of ten weeks annual leave accumulated, they may be directed by their manager to take annual leave to reduce their accumulation to ten weeks.

33.8 Where an employee has in excess of ten week's annual leave accumulated and:

- i. They apply with reasonable notice to take annual leave in order to reduce their accumulation to ten weeks; and
- ii. Their leave application is refused,

the employee may request to be paid any leave accumulation in excess of ten weeks.

33.9 Annual leave is paid on termination, pro rata, to the date of resignation.

33.10 Leave in excess of one week may be paid in advance if requested.

33.11 For information refer to Employment Policies and Procedures - Annual Leave Policy (which is not incorporated in the terms of this Enterprise Agreement)

### **34. Sick Leave**

34.1 It is recognised that from time to time, employees may experience illness or non-work related injury that may involve their absence from work. Wollongong City Council is committed to ensuring the wellbeing of its employees and will provide paid sick leave for instances of genuine illness. This commitment will be managed on the basis of reasonable needs and trust.

34.2 Sick Leave is considered to take place when an employee is absent from duty on account of genuine personal illness or non-work related injury.



- 34.3 Council will provide paid sick leave to employees in all cases of genuine illness. This payment is based on management being satisfied that there existed genuine grounds for sick leave.
- 34.4 Sick Leave is not designed to cover periods of absence on Parental Leave.
- 34.5 As part of Council's Sick Leave Provisions, all employee sick leave balances will be frozen from 30 December 1994. In the event of resignation, retirement, termination, redundancy or death the full entitlement will be paid out to the employee or their estate at the rate of pay applicable upon termination of employment.
- 34.6 It will be the responsibility of Divisional Managers to monitor the sick leave experience within their areas of accountability. The Attendance Management Program is a tool to assist supervisors and managers.
- 34.7 A corporate monitoring system will be developed and regular reports will be submitted to the Joint Consultative Committee for review. This system will be used as a basis for measuring the outcome of agreed performance indicators.
- 34.8 Any dispute relating to Sick Leave must be pursued through Council's Grievance Procedure.
- 34.9 Employees relieving in a higher position will be paid up to two days sick leave at the higher rate during a four (4) week period.
- 34.10 Proof of genuine illness may be established through a number of means, including but not limited to:
- i. Provision of medical certificates,
  - ii. Knowledge and understanding of an employee's medical history,
  - iii. Personal contact between the employee and their supervisor/manager which may include a statutory declaration.
- 34.11 Council reserves the right to request supporting medical documentation and other proof of illness as considered appropriate in the event of absence. This could include referral to a medical practitioner of Council's choice.
- 34.12 Circumstances where this request could be made include instances of repeated and frequent single day or short term absence, or a pattern of absenteeism and long term absences.
- 34.13 Where it has been established that Sick Leave is being abused, the abuse will be addressed through the use of Council's Attendance Management Program and Disciplinary Procedures.
- 34.14 Long term illness will be reviewed at regular intervals to determine the ability of the employee to return to work either to their normal duties or alternative duties.
- 34.15 An employee will be required to notify their supervisor or designated employee of their absence from work prior to the commencement of their ordinary working hours.
- 34.16 Notification details to include expected length of absence.
- 34.17 Failure to notify of absence may result in non-payment of Sick Leave.
- 34.18 All claims for sick leave must be made on the prescribed forms provided by Council. This form must be completed and attached to an employee's flex sheet/timesheet.
- 34.19 Failure to submit a Sick Leave application form or failure to provide proof as requested by an employee's supervisor or manager may result in non-payment of leave.

34.20 For information refer to Employment Policies and Procedures - Sick leave Guidelines (which is not incorporated in the terms of this Enterprise Agreement)

### **35. Attendance Management Program**

35.1 The Attendance Management Program provides an easy reference for supervisors and managers by outlining to either parties that will (or may) have a role to play in the management of attendance, as well as the steps that should be undertaken. These steps can be summarised as follows:

- i. Reviewing employee attendance data regularly;
- ii. Identifying any unusual patterns in absences;
- iii. Determining whether reasons for absences are genuine. If absences are determined to be genuine, then employee needs to placed on the appropriate injury management program;
- iv. Should absences be determined as an attendance problem, the employee is placed on an Attendance Improvement Management Plan.

35.2 For information refer to Employment Policies and Procedures - Attendance Management flowchart (which is not incorporated in the terms of this Enterprise Agreement)

### **36. Carer's Leave**

36.1 Wollongong City Council is committed to the wellbeing and morale of its workforce and acknowledges that it has a role to play in assisting its employees to balance work and family responsibilities. As a demonstration of its commitment in this area, Council will support a system of paid carer's leave. This leave will be available to employees who adopt a primary care giving role to dependants. Leave will be available to support cases of short term illness or injury of dependants or family members, however is not designed to cover periods of parental leave.

36.2 Carer's leave may be provided to an employee to attend to urgent short term care for dependants or family members.

36.3 Carer's Leave will be managed on the basis of reasonable needs and trust. Each case will be assessed and determined on its merits by an employee's divisional manager or supervisor with delegated authority.

36.4 Proof Required

36.4.1 Proof of an employee's need for Carer's Leave may be established through a number of means, including but not limited to:

- i. Provision of medical certificates from a certified medical practitioner detailing nature of illness of dependant,
- ii. Knowledge and understanding of dependant's medical history,
- iii. Personal contact between the employee and their supervisor/manager,
- iv. Statutory Declaration.

36.4.2 Where it has been established that Carer's Leave is being abused, the abuse will be addressed through the Attendance Management procedure.

36.5 Notification of Absences

36.5.1 An employee will be required to notify their supervisor or other designated employee of their absence prior to work or as soon as possible taking into account the situation at that time.

36.5.2 Notification details must also include expected length of absence.

36.5.3 Failure to notify of absence may result in non-payment of Carer's Leave.

36.5.4 For information refer to Employment Policies and Procedures - Carers Leave Guidelines (which is not incorporated in the terms of this Enterprise Agreement).

### **37. Long Service Leave**

37.1 Employees will be entitled to Long Service Leave according to the scale below:

- i. After 10 years service 13 weeks
- ii. After every further 5 years completed service 13 weeks

37.2 Prior continuous service with other Councils is deemed as service with this Council for calculations of Long Service Leave. Details of service are obtained from Council's involved by the Human Resources Division.

37.3 Long Service leave is to be taken in periods of one week or greater at a time mutually convenient to the Council and an employee.

37.4 Any employee who is sick whilst on long service leave and produces satisfactory medical evidence as soon as practicable that they are unable to perform normal work duties, shall be granted at a time mutually convenient, additional leave equivalent to the period of sickness falling within the scheduled period of long service leave; provided that the period of sickness is at least ten (10) consecutive days.

- i. Where such leave is sought, notification should be made at the time of intention to claim sick leave.
- ii. Where such leave is sought, Council's Sick Leave Policy shall apply.

37.5 Long Service Leave accrued may be taken at half pay subject to the approval of the Divisional Manager.

37.6 Termination

37.6.1 Where an employee has completed five (5) years or more service, Long Service Leave is payable pro-rata, to the date of termination.

37.6.2 An employee transferring to another Council can elect to have the Long Service Leave credits transferred to that Council. The calculation of such credits is to be in accordance with Local Government State Awards, and not the Wollongong City Council Enterprise Agreement.

37.6.3 Where Long Service Leave loading still applies in accordance with the provisions of the Enterprise Agreement, it is only payable when:

- i. The employee retires due to:
  - a. age, as determined by the State Authorities Superannuation Board; or
  - b. ill health.
- ii. Employment is terminated by Council for cause other than misconduct.

37.6.4 The application form is to be signed and dated by the supervisor and returned to the applicant upon receipt. If a response (approved or non approved) can be provided immediately this should occur, otherwise reasons for a delay are to be communicated at that time. The supervisor should respond within ten (10) working days of the date of receipt of the application.

### **38. Bereavement Leave**

38.1 Any employee who suffers the loss of a member of their family or relative in respect of whom they hold a close affinity and who gives Council satisfactory evidence of such relationship and death will be entitled to special bereavement leave as follows:

- i. Any unworked part of an ordinary working day or ordinary rostered shift, without loss of pay during which the employee was notified of such death and thereupon was allowed to cease work; and

One (1) ordinary working day or ordinary rostered shift; or

If the employee arranges the funeral, two (2) ordinary working days or ordinary rostered shifts.

which occur between the day after the last day upon which the employee worked prior to taking Bereavement Leave and the day upon which the funeral takes place.

38.2 Where an employee believes that more time may be required to enable them to make appropriate funeral arrangements and/or travel excessive distances, each case will be assessed on its merits by the Divisional Manager.

### **39. Leave for Attendance at Funerals**

39.1 Where an employee of Council dies, Council will grant a half day's special leave with pay to the deceased employee's immediate co-workers, (e.g. gang) and two official representatives of his/her union.

39.2 Where an employee wishes to obtain leave in line with the provisions of Section 39.1 they should complete a "Leave Application Form" and seek the approval of their Divisional Manager.

39.3 Under no circumstances should employees absent themselves from the place of work prior to obtaining permission.

### **40. Special Leave - Volunteer Firefighters to Compete in Annual NSW Competitions**

The Divisional Manager has the delegated authority to approve special leave with pay for volunteer fire fighters to attend Annual Competitions for New South Wales to a maximum of one (1) week will be granted:

- i. Such leave can be granted where it does not adversely affect Council's operations.
- ii. Production of evidence from the Officer-in-Charge of the Fire Station in which the volunteer fire fighter is engaged to show that the Brigade is participating in the championships and that the service of the employee is required for that purpose.

### **41. Firefighting Service**

41.1 Employees who are volunteer fire fighters will be paid wages or salary during their absence on fire fighting duty, subject to such absence being during normal working hours.

41.2 The following will apply in respect of this clause:

- i. An employee absent on volunteer fire fighting duties will notify their supervisor as soon as practicable on the first morning of absence.
- ii. Notation will be made by the employees on their timesheet/flex sheet to reflect the period of absence.

- iii. Upon return to work the employee will complete a "Leave Application Form" requesting special leave for the period of absence.

#### **42. Special Leave when Representing District, NSW or Australia**

- 42.1 Where any employee is selected to represent New South Wales or Australia they will be granted a maximum of one (1) week's special leave with pay and the remainder of any leave required to travel to and from and complete participation without pay.
- 42.2 Where any employee is selected to represent the district such employee will be granted special leave without pay for a sufficient period to travel to and from and complete participation.
- 42.3 Where an employee has been chosen to participate in a representative event and wishes to take leave in accordance with this clause such employee should submit a "Leave Application Form" for approval to the Divisional Manager stating the nature and period of leave requested and reasons for leave. This form should be accompanied by documentation certifying they are to participate in a representative event.

#### **43. Special Leave for Participation in Community Service Organisations**

- 43.1 Special leave with pay for employees participating in Community Service Organisations can be applied for. In determining applications for such leave, the Divisional Manager will examine each case on its merits.
- 43.2 Employees seeking leave in accordance with this clause should apply in writing to the Divisional Manager.
- 43.3 The Divisional Manager will advise in writing the employee concerned the outcome of their application. If the application is denied, full reasons will be provided.

#### **44. Military Leave**

- 44.1 Council will grant leave for service in the Defence Force Reserves up to total absence fifteen (15) working days during any period of twelve months.
- 44.2 Council will pay the difference between Defence Force pay and the ordinary wage or salary of any employee who is a member of the Reserves for the actual periods of leave occurring during the normal spread of working hours.
- 44.3 Any employee seeking leave in accordance with this policy will submit a "Leave Application Form" to their Divisional Manager.
- 44.4 The employee concerned will be advised of the determination. Where the application is denied, the employee will be provided with full details for such decision.

#### **45. Overseas Study Leave**

- 45.1 That Overseas Study Leave be on the ratio of two (2) weeks Annual Leave to one (1) week Study Leave, this policy applies in instances where some other funding body provides the finance.
- 45.2 The following procedure will apply in the event of an employee requesting Overseas Study Leave:
- 45.3 The employee will submit a "Leave Application Form" to the Divisional Manager with documentation detailing the period of leave requested and nature of study they wish to undertake.
- 45.4 If the Divisional Manager endorses such leave a report will be prepared to the Divisional Manager setting out details of leave requested and why such request is supported.

- 45.5 If the period of leave requested exceeds four (4) weeks the Divisional Manager will prepare a report on the matter to the General Manager. If the period of leave requested is less than four (4) weeks the Divisional Manager has delegated authority to approve/disapprove such leave.
- 45.6 An employee who undertakes Overseas Study Leave may elect to use any accrued Annual Leave and/or Long Service Leave entitlements. In the event of this, pro-rata payment will not be available.
- 45.7 Unless an employee elects to avail themselves of the provisions of the above clause, all Overseas Study Leave will be Leave Without Pay.
- 45.8 The employee and Council will each maintain their own superannuation contributions for the period of unpaid leave. In addition, it will be the employee's responsibility to make appropriate arrangements for the continuing payment of other regular payroll deductions.
- 45.9 An absence on Overseas Study Leave will not interrupt the continuity of service with Council, however, any absence, unless taken using accrued leave entitlements will not be taken into account in calculating for any purpose the period of service with Council.
- 45.10 An employee on Overseas Study Leave may terminate their services at any time during this period of leave. For the purposes of calculating entitlements, etc. the termination date will be taken as the date Council received such notification.

#### **46. Absence for Attendance at Court on Subpoena Or for Jury Service**

##### 46.1 Witnesses

46.1.1 If an employee is subpoenaed or called as a witness in connection with any court proceedings involving the Council, all reasonable out-of-pocket expenses will be paid. Any witness's fees or expenses which may be payable will be paid to Council.

46.1.2 If an employee is called as a witness for court proceedings in which the Council is not involved and such employee is not called in connection with their official position with the Council, they will be granted leave of absence without pay for the period during which they are necessarily absent from duty. Alternatively, such employee may take such time as leave of absence from annual leave which may be due, and, in these circumstances, will be allowed to retain any witness's fees and expenses which may be paid.

##### 46.2 Jury Service

46.2.1 If an employee is called for jury service and/or serves on a jury, they will be granted leave of absence and will be paid the difference between their ordinary salary or wages and the fee they received for jury service, and such employees will be required to produce evidence to show what payment they received for such jury service. An employee will be required to make application for the difference between their salary and the payment received, stating the hours they were in attendance at the court.

#### **47. Leave of Absence - Beach and Pool Employees**

- 47.1 The objective of this clause is to reduce staffing costs during winter and allow permanent Beach and Pool personnel the opportunity to gain professional experience outside Council's employ.
- 47.2 Permanent Beach and Pool employees are encouraged to take up employment elsewhere during the winter season.
- 47.3 Leave of absence is made available on the provision that the employee returns for duty at the commencement of the following swimming season.

- 47.4 An employee requesting leave in accordance with the terms of this policy will submit a "Leave Application Form" to the Divisional Manager with documentation detailing the period of Leave requested.
- 47.5 An employee who undertakes leave in accordance with this clause may elect to use accrued Annual Leave and/or Long Service Leave Entitlements. In the event of this, pro-rata payment will not be available.
- 47.6 Unless an employee elects to avail themselves of the provisions of the above clause, all Leave of Absence will be Leave Without Pay.
- 47.7 The employee and Council will each maintain their own superannuation contributions for the period of unpaid leave. In addition, it will be the employee's responsibility to make appropriate arrangements for the continuing payment of other regular payroll deductions.
- 47.8 An absence in line with this clause will not interrupt the continuity of service with Council; however any absence, unless taken using accrued leave entitlements, will not be taken into account in calculating for any purpose the period of service with Council.

#### **48. Exchange Lifeguard Program**

- 48.1 The objectives of the Exchange Lifeguard Program are:
- i. To improve lifesaving standards and procedures at an international level
  - ii. To increase an international understanding of problems associated with professional life guarding
  - iii. To enable professional lifeguards to gain experience and further knowledge of their profession
  - iv. To create goodwill between participating countries.
- 48.2 Wollongong City Council has undertaken an Exchange Lifeguard Program with the following organisations:
- i North Devon District Council United Kingdom
  - ii Nova Scotia Lifeguard Service, Canada
- 48.3 For information refer to Employment Policies and Procedures -Exchange Lifeguard Program (which is not incorporated in the terms of this Enterprise Agreement)

#### **49. Flexitime**

- 49.1 It is Council's objective to allow employees flexible working hours to enhance a high morale. To this end Council has adopted a Flex Leave Policy and the following procedures shall apply.
- 49.2 Flexitime is designed to allow employees maximum flexibility in determining their own working hours, in agreement with their supervisor. Constraints will be that present work outputs and service to the public must not be reduced and overtime must not increase. Accordingly, all time arrangements will be made in prior agreement with supervisors and managers.

#### **Procedure**

- 49.3 Cooperation and Supervision
- 49.4 Because of the varying requirements of each unit or section, it is not practicable to specify operating guidelines under Flexitime any further than those outlined herein. It is considered appropriate to leave these matters to the discretion of the Divisional Manager.

- 49.5 It is essential for the smooth running of any large organisation that there be cooperation and adequate supervision. These two factors apply to a very large extent under Flexitime.
- 49.6 Officers must at all times obey directions given by their supervisors regarding hours of attendance. If a supervisor directs any of their employees to commence or cease work at a time at which the individual would prefer to be absent, the supervisor's directions are to be followed.
- 49.7 It is essential therefore that all employees working Flexitime be aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be cooperation between employees, supervisors and management in planning of working times so that during Flex Periods resources are available to service the needs of the public, other divisions and organisations and to enable the continuance of inter-office communications and services. This has to be carefully balanced against the objective of the system that employees should be afforded maximum flexibility in choosing their working hours consistent with the requirement of the system and the ultimate achievement of the group's and the division's work objectives.
- 49.8 Supervisors have a most important role to play under Flexitime. As well as ensuring that their section's obligations are met in full, they should encourage their officers to use the benefits of the scheme in a responsible manner.
- 49.9 Eligibility to Participate
- 49.10 Most employees will be eligible to participate in Flexitime. The exception to this will be employees whose duties require them to work fixed hours or shift work.
- 49.11 The degree to which employees will be able to avail themselves of the benefits will, of course, vary depending on such aspects as the designation and classification of officers, the duties of their positions, the location of section, absence of other officers, etc. Not all employees will be able to enjoy the full benefits of Flexitime but it is the Council's wish that the maximum freedom possible within the constraints of efficient operations be afforded to all employees.
- 49.12 The General Manager will, at all times, retain the right to determine who may be excluded from participation.

#### **Definitions of commonly used terms**

- 49.13 Before proceeding to study the terms and conditions of Flexitime, you should make yourself familiar with the following terms used to describe the scheme.
- i Bandwidth
- Refers to that time between start of the morning flex period and the end of the afternoon flex period. This may be 6.00 am to 6.00 pm but the bandwidth for each section or for individuals will be set by the divisional manager.
- ii Standard Hours
- Standard hours of duty are those defined in the Wollongong City Council Enterprise Agreement.
- iii Normal Day
- A normal working day is as determined in the Wollongong City Council Enterprise Agreement.
- iv Core Time
- These are the periods during the day when all officers are normally required to be present, except where mutually agreed between divisional manager and employees concerned.



v Flex Debit

A Flex Debit is an amount below the normal hours that one is required to work, e.g., if an officer has worked only 6 hours on the one day, they have a Flex Debit of 1 hour for that day. Flex Debits are shown as "-".

vi Flex Credit

A Flex Credit is an amount above the normal hours that one is required to work, e.g., if an officer has worked 8 hours on the one day, they have a Flex Credit of one hour for that day. Flex Credits are shown as "+".

vii Flex Periods

Flex periods are those periods of the day within which an employee may choose hours of duty and times of attendance in accordance with the other conditions and agreement of their supervisor.

viii Core Time Leave

This refers to an approved absence during Core Time. Officers can only take Core Time Leave if their supervisor approves.

ix Officer

Wherever used in this outline, it refers not only to permanent employees but also includes all Divisional employees except those specifically excluded from Flexitime.

**Provisions of Flexitime**

49.14 Daily Working Hours

49.15 The following details relate to daily working hours in general, subject to certain exceptions determined by divisional manager.

- i. Earliest Starting Time - 6.00 am
- ii. Latest Finishing Time - 6.00 pm

The maximum time which an officer can be requested to work as Flexitime on any one day is one hour.

Any additional hours directed to be worked shall be paid overtime unless voluntarily accepted as flex credits by employee.

ii Example of Daily Working Pattern

|                    |             |
|--------------------|-------------|
| 6.00 am to 9.30 am | Flex Period |
| 9.30 am to 12 noon | Core Time   |
| 12 noon to 2.00 pm | Flex Period |
| 2.00 pm to 4.00 pm | Core Time   |
| 4.00 pm to 6.00 pm | Flex Period |

iii Core Time

During the Core Time of 9.30 am to 12 noon and 2.00 pm to 4.00 pm, all officers must be in attendance unless on approved leave. This may be varied following prior agreement with the supervisor following consideration of operational needs.

iv Flex Period

Subject to the requirements of the duties of your position and directives of your supervisor, you can elect, in agreement with your supervisor, your hours of duty and times of attendance during the Flex Periods 6.00 am to 9.30 am, 12 noon to 2.00 pm and 4.00 pm to 6.00 pm.

v Notification of Absence

Under Flexitime the same conditions will apply as presently exist for notification of absences where prior approval has not been given. Officers who for any reason will not be attending for duty when expected and who have not received prior approval are required to notify their supervisor by the normal time of 9.30 am.

Failure to do this could result in deduction from salary, disciplinary action or an officer being prevented from participating in Flexitime.

vi Lunch and Tea Breaks

There will be no fixed lunch break. Officers will take a lunch break between 12 noon and 2.00 pm, the only requirement being that a minimum of half an hour has to be taken and a lunch break must be taken after an officer has worked continuously for 5 hours, that is, if an officer commences duty at 8.00 am, they must begin their lunch break not later than 1.00 pm.

**Flex Debit and Credit Build Up**

49.16 Officers will be allowed to build up Flex Credits and incur Flex Debits, that is, they are not required to work the normal number of hours each and every day.

49.17 The following conditions will apply to the accrual of Flex Credits and Flex Debits.

- i. Flex Credit - Subject to the specified requirement of the scheme, i.e., necessity for officers to meet their functional responsibilities, cooperation with supervisors, etc, an officer may accrue a flex credit build up. At no time may flex credit exceed 35 hours. When 35 hours flex leave has been accrued by an employee, any hours worked in excess of this will not be recognised as flex time.

Once an employee reaches a maximum accrual of 35 hours, any additional time in excess of this must have prior approval from the Divisional Manager or delegated authority and will be paid at the appropriate overtime rates of pay.

The provision for officers to establish credits will enable both officers and their sections to plan for peaks and troughs. Additionally, it will enable officers to have time off at times when normally they would be working.

- ii Flex Debit - The maximum Flex Debit at any time is one normal working day, without the approval of the Divisional Manager.

**Core Time Leave**

49.18 All officers are required to be present during Core Time. However, in order to give more flexibility to the scheme, officers will be allowed to take core time leave, subject to the following conditions:

Prior approval of the supervisor must be obtained (verbal approval only is required);

The full extent of Core Time cannot be taken on each of two consecutive days unless approval has been granted by the Divisional Manager; and

When core leave is taken on the day immediately preceding or after annual leave, such periods will not be included in any payment of higher duty allowance.

## **Leave**

49.19 Sick Leave During Flexitime Day Off- Should an officer feel indisposed on an approved day off, they may apply for Sick Leave instead. Such officer is then free to seek approval for further Core Time Leave.

49.20 Overtime- In general, the amount of overtime worked should neither increase nor decrease as a result of Flexitime, however overtime will be paid when specifically directed. Where officers have reached 35 hours flex credit at the end of the pay period, any further flex leave worked, approved by the Divisional Manager, or other employee authorised by Council, will be paid at the nominated overtime rate. Prior approval from the Divisional Manager or other employee with delegated authority is required before any overtime is undertaken.

49.21 Working at Other Offices

While working at an office in another division where Flexitime is not in operation or where the hours of duty differ from those at their home office, officers are to adopt the hours of duty operative in that office.

When an officer is transferred to an office where Flexitime is not in operation, they should take advantage of any accrued Flexitime Credit within one fortnight of their transfer.

49.22 Notification of Termination

When an employee gives notice that they wish to terminate, participation in flexitime automatically ceases. Any debit existing three days before termination will be deducted as leave without pay.

Where a credit balance exists the officer will be entitled to take this time where practicable and agreeable to their supervisor. Credit balances will be paid out up to a maximum of thirty five hours.

## **Time Recording**

49.23 All employees are honour bound to record their attendance accurately and truthfully. Any officer who does not observe this requirement may be excluded from participation in the scheme. An officer who deliberately falsifies his/her Personal Record of Attendance will be subject to disciplinary action.

49.24 The basic document is an individual Personal Record of Attendance Sheet.

49.25 At the beginning of each weekly period covered by the Record of Attendance, officers are to complete the details showing:

Name;  
Pay No;  
Location;  
Week Ending; and  
Flex Balance Brought Forward.

49.26 Each morning when officers commence duty they are to fill in the time of starting work.

49.27 At the end of ceasing duty at the lunch break, officers are to enter the time of finishing work for the morning.

49.28 When recommencing duty after the lunch break, the officers are to insert the time of restarting work.

49.29 On ceasing duty for the day, officers are to:

- i. Enter the time of finishing work;
- ii. Calculate the flex debit or credit for the day to the nearest ¼ hour;

- iii. Enter the calculated time in the 'Total Flex Hours Claimed Today' column; and
- iv. Should officers be absent on leave, they are to indicate the type of leave under the day on which it occurred.

49.30 If leave has not been previously approved, a leave form is to be submitted to the supervisor.

49.31 At the end of each fortnight, officers are to calculate their debit or credit time balance for the week. This balance is then reflected as a 'plus' or 'minus' in the 'Flex Balance Carried Forward' column.

49.32 Officers are then to sign the forms and have them checked and countersigned by their supervisors.

### **Supervisor's Responsibility**

49.33 The Supervisor is responsible for the employee's attendance pattern, management of flex accruals and compliance of the provisions of this policy. The perusal of the Personal Record of Attendance and timesheet (flex balance) is the primary means for this assessment. The Supervisor's signature on the form indicates acceptance of this responsibility. Supervisors are to ensure that arrangements are made for the officers who reach 21 hours flex credit to make arrangements for the taking of flex leave within the next pay period wherever possible.

49.34 At the end of each fortnightly period the supervisor will see that the following actions occur:

- i. Transfer any details of absences other than Flexitime to the Salaried Employees Fortnightly Variation Return;
- ii. Retain Personal Record of Attendance as Division Record; and
- iii. Forward completed Salaried Staff Fortnightly Variation Return, together with all necessary leave forms to Pay Section by 12 noon Monday.

### **50. Absence from Duty**

50.1 Once having reported for work, an employee will not absent themselves without the prior consent of their supervisor or Divisional Manager.

50.2 If any employee absents themselves from duty without leave or satisfactory explanation, Council may deduct the hours of absence from the employee's wage or salary.

50.3 In the event of the above occurring it will be the responsibility of the employee's supervisor to invoke Step 1 of Council's Disciplinary Procedure. Any decision to deduct wages or salaries will be notified to the Divisional Manager, employee and Pay Section.

50.4 In the instance where an employee has falsified their timesheet/flex sheet, Council's Disciplinary Procedures will be invoked.

### **51. Parental Leave**

51.1 The purpose of this clause is to ensure that all employees have an opportunity to participate in the early rearing of their children without disadvantaging their employment situation.

51.2 Parental leave is an entitlement for parents who will be the primary care giver of the child during the leave period (unless otherwise specified by special conditions such as special maternity leave, special paternity leave and special adoption leave). This includes any annual or long service leave taken as part of the fifty-two (51) week period.

51.3 For the purpose of this clause, the period of leave, both paid and unpaid (including any annual or long service leave) will be referred to as parental leave. Accordingly, an employee may access their accumulated annual and long service leave entitlements during the fifty-two (51) week period of

parental leave. This leave must be taken in blocks and the total period of all leave is not to exceed a maximum of fifty-two (51) weeks or continue past the birth child's first birthday or up to eighteen (18) years of age for adoption. Any period of leave extending beyond fifty-two (51) weeks is no longer parental leave. Such leave will be considered under the relevant clause of this Agreement.

- 51.4 If an employees' partner is on full time domestic duties or receiving paid or unpaid leave from an employer, the employee is deemed to be not the "primary care giver" and therefore not entitled to parental leave.
- 51.5 Employees are not to take parental leave at the same time as their partner. This does not apply to special maternity leave, special paternity leave and special adoption leave.
- 51.6 Employee's who are not the primary care giver of the child may make application for annual leave, long service leave or leave without pay. Each application will be considered under the relevant policy.
- 51.7 Upon the provision of medical evidence which states that an employee's partner, is medically unfit to be the primary care giver for a defined period, an employee can make application for the provisions of Parental leave (paid and unpaid) for that period.
- 51.8 Following a period of twelve (12) months unbroken service, an employee will be granted parental leave for an unbroken period of up to fifty-two (51) weeks after the birth or adoption of a child.
- 51.9 Should a permanent employee have not worked for a period of twelve (12) months of unbroken service then the period of leave shall be negotiated with the divisional manager under the Leave Without Pay Policy.
- 51.10 Employees should notify council as soon as practicable of pregnancy or impending adoption.
- 51.11 Temporary employees who have reasonable expectation of on-going employment, have been with Council for a minimum of two (2) years on a regular basis and have obtained a minimum of twelve (12) months actual service will be entitled to the provisions of paid and unpaid parental leave.
- 51.12 Casual employees who have reasonable expectation of on-going employment, have been with Council for a minimum of two (2) years on a regular basis and have obtained a minimum of twelve (12) months actual service will be entitled to the provisions of unpaid parental leave based on calculation of the quantum of the proportion of hours worked over the last twelve (12) months. Casual employees will not be disadvantaged under the requirements of this policy.
- 51.13 Permanent employees will be entitled to:
  - i. Maternity Leave - 60 days on full pay or 120 days at half pay (for the child bearer). Public holiday/s which fall within the paid period of maternity leave will be added to the end of the paid maternity leave.
  - ii. Paternity Leave - nine (9) calendar weeks of full pay for the primary carer (does not include the child bearer). There is no provision for extending the period of paid paternity leave for public holidays that fall within the nine calendar weeks.

Where the employee has taken either paid maternity or annual or long services leave on half pay, the public holiday shall also be paid at half pay.

- 51.14 Paid leave must be taken in one block at any time during the parental leave period.
- 51.15 Where the parents are both employees of Wollongong City Council, up to 12 calendar weeks full paid leave or 24 calendar weeks at half pay (child bearer only) can be shared. The shared leave can be taken in any arrangement requested providing the primary carer (not the child bearer) can only take full paid leave up to a maximum quantum of 9 calendar weeks.

- 51.16 For the purposes of the adoption of a child up to the age of 18 years of age, the provision of paid maternity and paternity will apply. If both parents are employees of Wollongong City Council, the shared arrangement in clause 51.17 will be applied. This will require with one person nominated as the primary care giver for the adopted child.
- 51.17 Where the parents of the child both work at Wollongong City Council and one parent is on parental leave the other parent may apply to access their accumulated annual leave or long service leave during the same period. However if such leave is sought for the purpose of being the primary care-giver, and therefore is a legislative entitlement, the total period of such leave for both parents will not exceed fifty-two (51) weeks in accordance with the requirements of this policy.
- 51.18 In the event that an employee's partner (who has been the "primary care giver") returns to work on a part time basis, the employee can apply for paid parental leave (to become the "primary care giver") up to five (5) days per week, for a block period which can extend up to a maximum of nine (9) calendar weeks for the days which the employees partner resumes work. Irrespective of the number of days taken in each week, the period of paid parental leave expires after nine (9) weeks.
- 51.19 Special leave may also be available under this policy for specific circumstances:
- 51.20 Special maternity leave (unpaid) will also be available to the child bearer in the event of a terminated pregnancy or loss of child if parental leave has not already commenced. This leave is to be negotiated with the Division Manager. Should medical evidence be provided then the leave will fall under the sick leave policy.
- 51.21 Special paternity leave (unpaid) of an unbroken period of up to one (1) week at the time of the birth of the child or loss of the pregnancy is available to partners. For adoption the period is three (3) weeks. During special paternity leave, employees need not be the primary care-giver of the child. Alternatively, employees may access their accumulated annual or long service leave.
- 51.22 Special adoption leave (unpaid) is also available to attend compulsory interviews or examinations related to the adoption process to a maximum of two (2) days unpaid. Alternatively, employees may access other forms of accumulated leave.

51.23 Definitions

|                      |  |
|----------------------|--|
| "Parental"           | applies to the primary care giver of a natural or adopted child  |
| "Maternity"          | applies to the child bearer  |
| "Paternity"          | applies to the partner of the child bearer.  |
| "Primary Care-Giver" | The one (1) parent primarily responsible for rearing the child during the leave period.  |
| "Adoption leave"     | Adoption leave can be taken by a female or male employee in connection with the adoption by the employee of a child under the age of eighteen years. |

- 51.24 For information refer to Employment Policies and Procedures - Parental leave (which is not incorporated in the terms of this Enterprise Agreement)

**52. Leave Without Pay**

- 52.1 All applications for leave without pay will be referred to the relevant Divisional Manager for determination.
- 52.2 Each case is to be assessed on its merits, taking into account factors such as length of service of the employee, past performance of the employee, the impact of the leave on the division and the reasons for the employee requesting leave.

- 52.3 The Divisional Manager will consider the request for leave without pay and provide the employee with a determination within one month or other agreed time.
- 52.4 Any grievance concerning an application for leave without pay not approved should be pursued through Council's Grievance Procedure.
- 52.5 The employee will submit a "Leave Application Form" to the Divisional Manager with documentation detailing the period of leave requested.
- 52.6 The employees will be responsible for maintaining or suspending their own superannuation contributions and deductions for the period of unpaid leave.
- 52.7 An employee on Leave Without Pay may terminate their services at any time during this period of leave. For the purposes of calculating entitlements, etc. the termination date will be taken as the date Council received such notification.
- 52.8 An absence on Leave Without Pay will not interrupt the continuity of service with Council, however, any absence on such leave will not be taken into account in calculating for any purpose the period of service with Council.

### **53. Occupational Health and Safety**

- 53.1 Wollongong City Council is committed to providing a safe working environment for its employees, contractors and visitors.
- 53.2 In order to support a high standard of health, safety and welfare for all persons, Council has committed to the development, implementation, monitoring and evaluation of the OHS system.
- 53.3 All OHS policies and procedures can be accessed through Council's OHS Intranet site or through Council's supervisory employees.

### **54. Protective Clothing**

- 54.1 Council issues the necessary protective clothing and footwear to employees as appropriate to the nature of the work involved or the conditions under which they are employed. Under the Occupational Health & Safety Act Council is required to provide protective clothing and employees are obliged to wear it.
- 54.2 Protective Clothing Entitlement

| Item   | Quantity           |
|--|--------------------|
| Shirts   | 5                  |
| Shorts, Trousers, Overalls, Bib & Brace (or a combination) | 5                  |
| Sloppy Joe   | 3                  |
| Spray Jacket/Pilot Jacket                                  | 1                  |
| Socks  | 5 pairs every year |
| Safety Footwear  | 1 pair             |
| Broad Brimmed Hat  | 1 every 4 years    |
| Personal Protective Bag                                    | 1                  |

- 54.3 Replacement of protective work clothing shall be by fair wear and tear exchange. This will enable employees to have clothing in good repair at all times.

### **55. Workers Compensation - Claims**

- 55.1 Council as a Self Insurer will ensure that its procedures are in accordance with the requirements of the *Workers Compensation Act 1987*, as amended.

## 55.2 Notice of Injury

- i. Compensation may not be recovered under the Act (section 61) unless notice of the injury has been given to the employer (supervisor) as soon as practicable after the injury happened.
- ii. The above does not negate the supervisor from taking the appropriate steps should they hear of the accident from another source.
- iii. All incidents must be reported to the relevant supervisor/manager.

## 55.3 Claims for Compensation

- i. Compensation may not be recovered under the Act (section 65) unless a claim has been made by the employee.
- ii. A claim for workers compensation should be accompanied by such medical certificates and reports as required under the Act (section 65) or as amended.
- iii. Appropriate paperwork relating to claims will be available at all depots.
- iv. No claim will be rejected on the basis of "time delay" as long as the incident has been formally reported (section 65) and the "Supervisors Incident/accident reporting and investigation" is completed in accordance with Council Policy. Notwithstanding this, all claims will be assessed in accordance with the provisions of the *Workers Compensation Act 1998*.

## **56. Workers Compensation - Accident Pay**

- 56.1 To provide continuity of rates of pay during workers compensation in accordance with Council's Enterprise Agreement.
- 56.2 In the event of an employee being absent from duty owing to circumstances which give a right to payment of compensation under the Workers' Compensation Act 1987 as amended, the employee will be paid the difference between the amount of their compensation entitlement and the rate of pay to which the employee would have been entitled for the period of absence from duty, provided such payments will not extend beyond two years from the date of accident. Should circumstances necessitate an absence from duty in excess of two years, the rates of pay will be as determined by the Workers' Compensation Act 1987, as amended.
- 56.3 In the event of compensation claims not being recognised an employee will not be entitled to accident pay but may claim sick pay for such absence.
- 56.4 In the event of a claim being brought before the Court, Council will seek refund of all accident pay as part of any successful settlement.
- 56.5 Notwithstanding the above entitlements, Council's Injury Management Program will be implemented.

## **57. Workplace Injury Management**

- 57.1 Wollongong City Council is committed to providing efficient workplace injury management for its injured employees. Accordingly, Council is aware of its obligation to make every effort to ensure any injured employee is restored to his/her fullest physical, psychological, social, vocational and economic capability, consistent with their pre-injury status.
- 57.2 Council aims to assist all employees to return to work following injury, whether that injury is work related or not. Council however will only offer rehabilitation in non-work related cases where there is evidence that the employee will be able to return to their pre-injury position or another productive position with minimal retraining.



- 57.3 Council is committed to the prevention of injury or illness through Workplace Injury Prevention and Management Program. However, in the unfortunate event that injury or illness occurs, efficient Workplace Injury Management will be provided as soon as possible after injury and will be in line and consistent with medical judgement.
- 57.4 For information refer to Employment Policies and Procedures - Injury Management (which is not incorporated in the terms of this Enterprise Agreement)

### **58. Union Representation**

- 58.1 Wollongong City Council recognises the importance of maintaining good relations and communications with unions and professional associations representing its employees. The benefit of such is to promote a productive and stable working environment with a minimal level of industrial disputation.
- 58.2 Wollongong City Council acknowledges the contribution required of union full-time officials, branch officers, Wollongong City Council employees committees and their job delegates in order to achieve good industrial relations.
- 58.3 Wollongong City Council management shall acknowledge the key role of the employees positions who hold office within their Union or Professional Association. Management shall recognise representatives in their performance of their combined responsibilities as union officers and employees including the ability of Branch officers and other delegates to attend accredited union training days and the ability of Branch officers to attend Branch meetings and Branch Committee of Management meetings. (Branch officers refers to union members elected to a position involving representation above the local level.)
- 58.4 Executive members have a right to pursue issues relevant to Council/Union business without recrimination.
- 58.5 Requests for secondment of Council union members as union officials will be considered by the General Manager and assessed upon operational requirements. Service with Council will be unaffected as long as all costs associated with the secondment are reimbursed to Council by the relevant union.
- 58.6 Full-time officials of any union or professional association with members employed by Council will have unrestricted access to their members, the General Manager and the Manager Human Resources following notification.
- 58.7 Elected union delegates shall have direct access to the General Manager and Manager Human Resources in matters of an urgent nature. Prior to such meeting, the Manager Human Resources shall be notified as to the nature of the request and a time, date and venue for the meeting shall be arranged.
- 58.8 Notwithstanding 58.7, management will convene a monthly meeting of the relevant Wollongong City Council employees committee to disseminate information and to discuss policy and direction matters arising from Council and union meetings.
- 58.9 Council management will conduct regular divisional forums for the purpose of encouraging an improved method of communication of workplace change etc.

These meetings will be attended by the employees of the respective division and the relevant Wollongong City Council staff committee representatives will be encouraged to participate.

Notwithstanding the above, meetings of employees other than those arranged by Management may occur. However, such arrangements must be discussed between Management and Unions prior to the meeting occurring in respect of agendas. Payment for such meetings must be agreed to by Management prior to the event.

- 58.10 Elected union delegates shall have unrestricted access to meet with full time union officials in the performance of their duties.

- 58.11 An elected Union representative will be included in Council's Corporate Induction Day to provide appropriate information relating to the services of the union. Such presentation will be in the mode, style and timing that is conducive to good industrial relations.
- 58.12 In matters that may be before the Industrial Relations Commission, the Unions and Associations may be represented by up to four (4) representatives.
- 58.13 In all of the above, the nature of the activity undertaken shall be entered on the employee's timesheet and, wherever possible, the appropriate manager given prior notice. (Wages Branch)
- 58.14 The role of job delegates in representing sections of the work force shall be recognised upon notification to the Council.
- 58.15 Elected union delegates shall be granted reasonable time to discuss with members and supervisors of their division, matters of immediate industrial concern in accordance the Grievance Procedure in the Enterprise Agreement.
- 58.16 Elected union delegates shall be granted one half day per annum to permit canvassing of membership of their union.
- 58.17 Elected union delegates shall not leave their place of work to conduct union business without first attempting to notify their immediate supervisor.
- 58.18 All union representatives in compliance with the procedure shall not suffer a reduction in pay or entitlements.

### **59. Union Membership**

- 59.1 All employees have the opportunity to become a member of the appropriate union covering their occupation. Union membership is not required for employment.
- 59.2 In the event of a person remaining in Council's employ following the completion of an apprenticeship, steps will be taken to ensure they are made aware of the appropriate union(s) covering their occupation which is party to Council's Enterprise Agreement.

#### **Payment of Union Subscriptions**

- 59.3 Employees may have union subscriptions deducted from their pay on a fortnightly basis. Council requires written authority from the employee before such deduction may commence.

### **60. Absence to Attend Annual Union Conference**

- 60.1 Council will grant accredited annual conference union delegates leave with pay to attend their Annual Union/Association Conference as follows:

Up to three representatives from the USU Wages (Southern Branch representatives)

Up to two representatives from the USU Salaried Staff Committee (Metropolitan Salaried Officers Branch)

One representative from all other unions and associations represented within the organisation

- 60.2 An accredited annual conference union delegate who wishes to obtain leave with pay to attend their annual Union/Association Conference should submit an "Application for Leave" form to their supervisor.
- 60.3 The authorised "Application for Leave" will be processed in the normal manner.

## **61. Code of Conduct**

Councils Code of Conduct is not incorporated in this Agreement. For information refer to Councils Code of Conduct (which is not incorporated in the terms of this EA)

## **62. Code of Ethics - Council Contractors**

62.1 The following is a Code of Ethics which the parties agree will be applied to a contractor undertaking work for Wollongong City Council. The Code sets out conditions in accordance with legislative and Council requirements to be applied to contractors.

### **Union Membership**

62.2 The Contractor will acknowledge the right of union officials to carry out legitimate union business.

62.3 The Contractor is aware that it is unlawful to discriminate against an employee by reason of the fact that the employee is a member of the union.

62.4 The Contractor will further abide by the procedures for employment in accordance with the Contractor, workforce and Industrial Relations clause (Special Conditions).

### **Rates and Conditions**

62.5 The Contractor will ensure that their employees are paid not less than the appropriate Award/Agreement rate applicable to the respective classifications and/or other agreements reached between the unions and Contractors for that Contract.

### **Safety**

62.6 The Contractor will comply with all relevant safety legislation, procedures and standards and, in particular, the Occupational, Health and Safety Act 2000, as amended.

62.7 The Contractor agrees to comply with any direction given by Wollongong City Council in respect to safety. (Safety Regulations for Contractors, Appendix B).

### **Employment**

62.8 The Contractor undertakes that it is not engaged in the practice of employment of labour known as "body hire". To this end, the Contractor will ensure that:

- i. The nominated person will be paid as an employee and the appropriate deduction will be made from wages and salaries according to the Australian Federal Income Tax Assessment Act 1936, as amended, and the New South Wales Payroll Tax Act 1971, as amended.
- ii. The nominated person is free to be employed and is not engaged in another contract of employment.
- iii. The nominated person is not concurrently receiving any benefits such as employment benefits which should have ceased or being reduced upon engagement with the Contractor.

62.9 The Contractor undertakes:

- i. To engage weekly hired employees wherever practicable in preference to casuals.
- ii. Not to substitute casual employees for weekly hired employees during a contract where the nature, size and duration of the particular contract has not been substantially altered.

- iii. That Contractors who have a custom or practice of predominantly or exclusively hiring casuals, undertake to advise the appropriate unions of that practice prior to commencement of work for Wollongong City Council.

#### **Tools, Equipment and Amenities**

- 62.10 Contractors will provide their own transport, tools, equipment, safety equipment and amenities needed to properly and safely conclude their contract.

#### **Application of Code**

- 62.11 The above Code will apply to contract work undertaken for Wollongong City Council.
- 62.12 The Unions party to Wollongong City Council's Enterprise Agreement, on request, will be provided with information relating to the Contractor's compliance with the Code of Ethics.
- 62.13 The Code is endorsed on the understanding that the Code is not to prejudice their contracting arrangements on other sites and will not be used against them in proceedings relating to work outside the contracts with Wollongong City Council.

#### **Special Conditions of Contract**

- 62.14 Payment of Stamp Duty
- 62.15 The amount of any stamp duty required at the execution of the Formal Instrument will be payable by the Contractor.
- 62.16 Latent Conditions
- 62.17 If, during the execution of the work under the Contract, the Contractor encounters on the site or its surroundings, physical conditions (other than climatic conditions or conditions arising there from) including artificial obstructions, which he considers:
- i. Differ materially from those which would have been ascertainable by the Contractor if he had done that which by Clause 12 of the General Conditions of Contract he is deemed to have.
  - ii. Could not reasonably have been anticipated at the date of the Contractor's tender by a Contractor experienced and competent in carrying out work of the type with which the Contract is concerned.
- 62.18 The Contractor will, as soon as practicable thereafter and where possible before the physical conditions are disturbed, give written notice hereof to the contract manager.
- 62.19 If required by the contract manager, the Contractor will provide to the contract manager a statement in writing specifying:
- i. The physical conditions encountered.
  - ii. The additional work and additional resources which the Contractor considers necessary to deal with the physical conditions.
  - iii. The time the Contractor anticipates will be required to deal with the physical conditions and the expected delay in the completion of the works.
  - iv. The Contractor's estimate of the cost of the measures necessary to deal with the physical conditions.
  - v. Such other details as may be required by the contract manager.

62.20 After receipt from the Contractor of a notice under the first paragraph of this Special Condition and of a statement under the second paragraph of this Special Condition (if required by the contract manager), the contract manager will, if satisfied that the physical conditions to which the first paragraph of this Special Condition applies, determine whether any variation to the work under the Contract is necessary. If the contract manager so determines that a variation to work under the Contract is necessary, the Superintendent will thereupon order a variation under Clause 40 of the General Conditions of Contract.

### **63. Complaints Against Employees**

63.1 The General Manager or the General Manager's delegate will consider and determine any complaints received against employees of the Council.

63.2 It is preferred that complaints against employees be in writing and this shall be encouraged. If the complainant is unwilling to do so, written notes of the verbal complaint can be made.

63.3 The person making a complaint shall be asked to identify themselves at the time the complaint is lodged. The person making a complaint shall be treated confidentially by the General Manager or the General Manager's delegate. If the person does not identify themselves, the General Manager or the General Manager's delegate will determine if the complaint needs to be investigated based upon the nature of the complaint.

63.4 All such complaints will be forwarded to the General Manager or the General Manager's delegate who will investigate the matter and initiate appropriate action.

63.5 If there is a need for the General Manager to interview an employee in relation to the complaint, the employee will be advised in writing of the nature of the complaint and their right to a union representative (or to another employee) prior to the meeting.

### **64. Licences**

64.1 Reimbursement of Driver's Licence -

64.2 Employees required to drive a Council vehicle as the primary responsibility of their employment with Council will be eligible to receive reimbursement for their Motor Vehicle Driver's Licence. No payment will be made to those employees provided with Council vehicles on a private use basis.

64.3 Employees must make application on the appropriate form to their Divisional Manager to demonstrate how they meet the requirement for reimbursement.

### **65. Reimbursement to Employees of Personal Property Loss/Theft Or Damage**

65.1 Council will reimburse an employee for loss or damage to tools or personal items (listed in table 65.2) occurring at work, provided:

- i. The loss or damage arose as a consequence of the tools or personal item being required for the performance of the employee's duties. Council will not compensate an employee for loss or damage to tools or personal item that are not required for the performance of the employee's duties;
- ii. The employee can demonstrate that he or she took all reasonable care to protect the tool or personal item against damage or loss;
- iii. The tool or personal item was located in, or was being used in the workplace when lost or damaged.
- iv. Council may at its discretion, replace the lost or damaged item rather than reimburse the employee;

- v. If the employee claims the tool or personal item has been stolen, he or she must report the theft to the police and provide a copy of that report to his or her divisional manager prior to making any claim in accordance with this clause.

65.2 For the purposes of this clause personal items are set out in the following table and may be claimed up to a maximum value as listed below.

| Items   | \$ Claim<br>1/7/05 | \$ Claim<br>1/7/06 | \$ Claim<br>1/7/07 |
|---|--------------------|--------------------|--------------------|
| Work bag (maximum claim)  | \$80.14            | \$82.54            | \$85.02            |
| Street clothes - shirt/blouse (per item)                                  | \$53.45            | \$55.05            | \$56.70            |
| Trousers/skirt/slacks   | \$80.14            | \$82.54            | \$85.02            |
| Pullover  | \$66.74            | \$68.74            | \$70.80            |
| Watch   | \$93.43            | \$96.23            | \$99.12            |
| Shoes   | \$80.14            | \$82.54            | \$85.02            |
| Sunglasses  | \$106.83           | \$110.04           | \$113.34           |
| Towel   | \$26.59            | \$27.39            | \$28.21            |
| Lunch box   | \$6.41             | \$6.60             | \$6.80             |
| Thermos flask   | \$13.29            | \$13.69            | \$14.10            |
| Optical prescription sight correction glasses, including appropriate tint | Net cost only      | Net cost only      | Net cost only      |
| Wetsuits  | \$200.11           | \$206.11           | \$212.29           |
| Wet weather clothes - coat/trousers                                       | \$46.72            | \$48.12            | \$49.57            |

Note: These amounts are to be increased in accordance with % enterprise agreement increases.

65.5 Where a Council Ocean Lifeguard incurs the theft of sunglasses, sight correction glasses, watch, towel or street clothes, evidence of forced entry will not be required to be established in order for the claim to be accepted. Claims for theft of wetsuits from Ocean Lifeguards will only be accepted when those officers are authorised by their Divisional Manager to use their own wet suits when operating inflatable rubber boats or jet skis.

### **Special Circumstances**

65.3 Employees may be required to possess particular items of personal property and/or tools to enable them to effectively undertake work duties. Where such special circumstances are approved by the Divisional Manager and loss and/or damage of such property occurs, then subject to the determination of the relevant Divisional Manager, claims for loss and/or damage of such special property will be reimbursed or property replaced by that Division.

65.4 Claims for loss must be submitted to the Divisional Manager.

65.5 The Divisional manager will assess the claim and determine reimbursement according to the above schedule.

## **66. Grievance Procedures**

The following procedure is designed to assist management and employees to avoid and settle any grievance, complaint or dispute at the workplace:

- i. Any employee should in the first instance discuss any matter affecting their employment with their immediate supervisor.
- ii. When requested by the employee or supervisor, the union delegate will discuss any matter affecting the employee with the employee's immediate supervisor.

- iii. Grievances should be resolved at their lowest possible level. Each level of supervision will be consulted in an attempt to resolve the matter before it proceeds to the next level. No matter will proceed above the divisional manager level until all reasonable attempts to resolve the grievance have been explored and applied.
- iv. Any conferences required will commence within 24 hours or at a time agreed by the parties.
- v. Should the matter not be resolved at the above levels, the union should request the Manager Human Resources to be involved. In the event of the grievance still being unresolved, the relevant Director or General Manager should be requested to arrange appropriate conferences to discuss and consider the grievance with the affected parties.
- vi. Without prejudice to either party, all work will continue in accordance with the terms of this Agreement while the matters in dispute are still in the course of negotiations.
- vii. At any stage of the proceedings, however, the parties may seek the assistance of the Industrial Relations Commission. Recourse to this procedure, however, should not take place until every endeavour has been made to resolve the issue in accordance with this Grievance Procedure.

**67. Parties to the Agreement**

|   | Name  | Position                  | Signature |
|---|-------|---------------------------|-----------|
| On behalf of:<br>Wollongong<br>City Council   | _____ | <u>General Manager</u>    | _____     |
| Witness   | _____ | <u>Asst Manager HR</u>    | _____     |
| On behalf of:<br>United Services<br>Union   | _____ | <u>General Secretary</u>  | _____     |
| Witness   | _____ | <u>Organiser</u>          | _____     |
| On behalf of:<br>Automotive Food,,<br>Metal, Engineering,<br>Printing & Kindred<br>Industrial Union,<br>NSW | _____ | <u>State Sec.</u>         | _____     |
| Witness   | _____ | <u>Asst Manager HR</u>    | _____     |
| On behalf of:<br>Local Government<br>Engineer's<br>Association<br>of NSW                                    | _____ | <u>Industrial Officer</u> | _____     |
| Witness   | _____ | _____                     | _____     |

The Development  
and Environmental  
Professionals'  
Association

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Asst Manager HR

## ANNEXURE A

The following policies have been removed and placed into Council's Employment Policies and Procedures Manual. Reference should be made to Clause 17 of this Enterprise Agreement for the terms and conditions.

1. Appointment & Promotion
2. Engagement Of Temporary And Casual Staff
3. Outside Influence And Canvassing
4. Pre-Employment Medical Examination
5. Employment Screening - Child Protection Legislation
6. Induction Of Employees
7. Production Of Evidence To Prove Identity
8. Regrading Policy (Procedure)
9. References
10. Job Sharing Guidelines
11. Employment Of Permanent Staff Whilst On Parental Leave
12. Temporary Transfer Of Employees
13. Lateral Transfer Of Employees
14. Relief Of Staff
15. Employee Assistance Program
16. Harassment Prevention In The Workplace
17. Child Protection Policy
18. Managing Organisational Change
19. Job Redesign Guidelines
20. Job Evaluation Appeal Mechanism
21. Staff Learning And Development
22. Annual Leave (Procedure)
23. Sick Leave (Procedure)
24. Attendance Management (Procedure)
25. Carers Leave (Procedure)
26. Exchange Lifeguard Program (Procedure)
27. Parental Leave (Procedure)
28. Smoke Free Workplace
29. Medical Examination
30. Trauma Management
31. Injury Management
32. Blood Bank Donation
33. Care Of Council Property
34. Employee Health Promotion Scheme
35. Public Comment On Council Business
36. Payment In The Event Of Death
37. Use Of Council Equipment By Employees
38. Recognition of Service
39. Suspension of Licences