

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/45

**TITLE:** Wollongong City Gallery Enterprise Agreement 2005

**I.R.C. NO:** IRC6/58

**DATE APPROVED/COMMENCEMENT:** 31 January 2006 / 31 January 2006

**TERM:** 29

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/100.

**GAZETTAL REFERENCE:** 17 February 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 27

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Wollongong City Gallery Limited, located at Cnr Burelli & Kembla Streets, Wollongong NSW 2500, who are engaged in the following classifications: Program Manager, Program Officer, Program Assistant, Technical Assistant, Administrative Officer and Administrative Assistant, who fall within the coverage of the Local Government (State) Award.

**PARTIES:** Wollongong City Gallery Limited -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

# WOLLONGONG CITY GALLERY

## ENTERPRISE AGREEMENT

### SECTION 1

#### General Commitments and Provisions

##### Title of the Agreement

1. This Enterprise Agreement, made in accordance with the provisions of Sections 29 to 47 of the New South Wales Industrial Relations Act 1996, and shall be known as the Wollongong City Gallery Enterprise Agreement 2005.

##### Parties to the Agreement

2. The Parties to this Agreement shall be the Wollongong City Gallery Ltd. (herein referred to as the Gallery) and the United Services Union, New South Wales Division (herein referred to as the Union).

##### Statement of Intent

3. This Agreement only applies to employees in the classifications identified within Wollongong City Gallery.

Program Manager  
Program Officer  
Program Assistant  
Technical Assistant  
Administrative Officer  
Administrative Assistant

##### Duress

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

##### Incidence

5. The Agreement shall regulate totally the terms and conditions of employment previously regulated by the Wollongong City Gallery Agreement Number EP02/100.

The Agreement will be recognised as the official document for purposes of conditions of employment and rates of pay received by employees of Wollongong City Gallery.

This agreement grants salary increases across all positions and bands of 4% from the 1 July, 2005, 4% from 1 July, 2006 and 4% from 1 July 2007.

The Agreement shall be read in conjunction with the Local Government (State) Award 2004 as amended. Where there is an inconsistency between the Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.

Wollongong City Gallery Policies and Procedures relevant to this Agreement are annexed as attachments to this Agreement.

##### Duration

6. This Enterprise Agreement shall apply from the **1 July 2005** and shall operate until the **30<sup>th</sup> June 2008**. The employees covered by this Agreement will be paid in accordance with agreement from the first full pay period from the date of approval by the Commission.

## **Variation**

7. The parties reserve the right to vary this document by agreement.

## **Employment**

8. The parties to the Agreement recognise that the Gallery's future success is based on the following understanding:
  - i. there be no forced redundancies for the life of this agreement;
  - ii. the Gallery is committed to maintaining employment security for employees who have a commitment to satisfactory performance within the role they are required to undertake;
  - iii. notwithstanding point one, where the employees' role is altered or varied due to workplace change, the Gallery is committed to redeployment and/or retraining of such employees as the primary option;
  - iv. this commitment to employment security is supported by all parties recognising the need for workplace reform, competitive service provision and best practice;
  - v. the parties agree that employment security does not extend beyond the duration of this agreement;
  - vi. in the event of any proposed changes in organisational structure or introduction of technological change which may affect employment, the Gallery shall discuss these proposals with the Union.

## **Employee Involvement and Teamwork**

9. One of the Gallery's key principles refers to involving employees in matters that affect them in their workplace. This will be assisted by a number of work group, communication and consultation processes and procedures. (*see Section 1.9 Employee Involvement and Teamwork - Consultation and Communication Processes procedure in the Annexure to this Agreement*)

It is also recognised that teamwork is a key element of our philosophy.

Employees will participate in both functional teams and cross-functional project teams as a means of reviewing and improving their work and work processes.

Functional teams are defined as work teams established from within an employee's own work area. Cross-functional teams are formed by bringing together employees from across the organisation to review specific quality improvement matters.

All parties are also committed to the development of self-managed work teams as a way of improving individual and group job satisfaction and workplace productivity.

Self-managed teams are aimed at empowering work teams to make their own decisions on matters related to their day to day work.

Self-managed teams will require staff to become more flexible in their willingness and ability to perform a range of duties at various levels of skill and responsibility.

Training and support will be provided to employees to assist them in understanding and adapting to this way of working.

## **Industrial Relations**

10. All parties recognise the need to develop mutual trust and understanding, which will foster improved industrial relations throughout the organisation. This will be achieved through a commitment by all parties to adhere to and follow the agreed consultation, negotiation, grievance and dispute settling procedures.

## **Productivity and Performance Indicators**

11. The parties will work towards improving levels of productivity and quality of service provided.

The parties are committed to implement workplace change to improve work processes and activities, and to include consultative and participative processes involving employees in decision making processes affecting the workplace.

To support our program of continuous improvement in the quality and productivity of our services, the parties will maintain and monitor a performance appraisal system. *(see Section 1.11 Productivity and Performance Indicators - Performance Appraisal System in the Annexure to this Agreement)*

## **Business Plan and Performance Indicator**

12. Wollongong City Gallery is committed to working with its community to improve opportunities for individuals to gain access to, and develop an appreciation of, the art and visual culture of their region and the wider world. Through involvement in the arts and broader cultural activities, people gain access to the stories of their past which provide meaning and context for the present, as well as opportunities to engage with new ideas for the future.

**VISION: To be a valued social enterprise and a centre of excellence, which offers measurable benefits to the community that it serves.**

The Gallery attempts to reach this vision by ensuring that its programs of exhibitions and events reflect the broadest range of community values within social, cultural, economic, political and environmental spheres. It attempts to incorporate best practice models into all of its processes; from community and stakeholder consultation, to program development and implementation, and through the evaluation of outcomes.

**MISSION: To enhance the quality of life of our community by providing cultural services through innovative programming and the efficient and effective management of resources.**

The Gallery collects, conserves, displays, and explains visual cultural material from local, national and international sources, and builds interpretive skills amongst its visitors and users. As a social enterprise, the Gallery recognises that people who are equipped with wide ranging observational and interpretive skills will value the usefulness of their abilities and will find ways of incorporating them into all aspects of their personal and working lives.

## **Equal Employment Opportunity**

13. The parties to this Agreement are committed to the implementation of Equal Employment Opportunity principles and practices. This will ensure that the Gallery's working environment is free from discrimination and is based on merit and equality of access to employment, appointments, promotions and training.

All parties will cooperate in the ongoing development, implementation and review of Equal Employment Opportunity management plans as a means of achieving their Equal Employment Opportunity objectives.

## **Communications**

14. All parties acknowledge that effective communication and consultation throughout all areas of the organisation is imperative in order to ensure that the Gallery realises its corporate Vision, Mission, Values and Goals. To this end, the parties will continue to develop, improve and review communication strategies. Improvement will be sought through means such as:
- i. encouragement for regular meetings involving all staff;
  - ii. executive addresses.

## **Grievance Procedure**

15. 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. the employee or supervisor may request the assistance of the Union, or a third part of their choice, to facilitate discussion;
  - iii. the employee will be advised of this option prior to any meeting;
  - iv. grievances should be resolved at the lowest possible level, however in the event of the grievance being unresolved, the Gallery Director should be requested to arrange appropriate conferences to discuss and consider the grievance with the affected parties;
  - v. 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. In the case of safety issues, work shall continue providing the source of the danger is removed and the area is made safe or the equipment is removed or made safe;
  - vi. at any stage of the proceedings, 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.

## **Employees' Assistance Scheme**

16. The Gallery recognises the need for counselling in the workplace for personal and work related matters. To this end the Gallery will subscribe to an Employees' Assistance Scheme provider. This service will provide on-going consultations for employees where there is an identified need. The reason for the counselling and related information shall be considered totally confidential, between the employee attending the service, and the counsellor.

The Employees' Assistance Scheme provider shall be the accredited provider used by Wollongong City Council (WCC).

## **SECTION 2**

### **Working Hours and Arrangements**

#### **Hours of Work**

17. All working hours existing prior to the commencing date of this Enterprise Agreement, including those for employees whose normal hours of work are between Monday to Friday inclusive or Monday to Sunday inclusive, will continue until such time as agreement has been reached by the parties to change them.

The ordinary hours for all permanent employees will not exceed, on average, thirty-five (35) hours per week within the hours of 6.00am and 6.00pm Monday to Friday.

Variation to working hours will only occur through due processes, which may include job redesign, needs analysis, and evaluation and change in community expectations. Any variation is to be made only after consultation, involvement and agreement of employees, Union and management.

Any dispute or difficulty relating to the application of this hours clause must be pursued through the Gallery's Grievance Procedure.

#### **Rest Breaks**

18. 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.

Notwithstanding this provision, it is agreed that alternative rest break arrangements can be negotiated between the Gallery, employees and Union in conjunction with negotiations in relation to hours of work, whilst observing Occupational Health and Safety legislation and standards.

### **Overtime**

- 19 (i) The Gallery may require any employee to work reasonable overtime.

An employee directed to work in excess of ordinary hours may elect either to be paid overtime rates at the rate of time and a half for the first two hours worked and double time thereafter, or be granted time in lieu equivalent to the actual hours worked. This paragraph shall not apply to employees who are called back to work.

Overtime worked on a public holiday will be paid at the rate of double time and a half with a minimum of four hours.

Overtime worked on Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter.

Overtime worked on Sunday will be paid at the rate of double time for all hours worked.

When an employee, after having worked unplanned overtime, finishes work at a time when reasonable means of transport are not available, and where an employee does not have their own vehicle at work, the Gallery 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.

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 the 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.

### **Penalty Rates**

- 19 (ii) Any employee required to work any hours, 6.00am – 6.00pm, as part of their ordinary 35 hour working week on a Saturday and/or Sunday, will be paid a penalty rate of time and a quarter for all hour worked on a Saturday, and time and a half for all hours worked on a Sunday.

Any hours worked in excess of 35 hours will be paid in accordance with Clause 19 (i) "Overtime."

## **SECTION 3**

### **Employment**

#### **Recruitment Policy**

20. This policy covers all positions at Wollongong City Gallery except that of Gallery Director, which requires consideration by the Board of Directors. The Board of Directors will approve all new positions or the replacement of existing positions and will determine the salary range within which the position may be appointed. If a vacancy arises between scheduled Board meetings, the Gallery Director may seek interim authority from the Chairman of the Board to re-advertise the position and to proceed with recruitment processes. (*see section 3.1 Recruitment Policy and procedure in the Annexure to this Agreement*)

### **Temporary appointments**

21. The Gallery may appoint employees to positions of a temporary basis for up to twelve months or as otherwise agreed between the parties. Temporary employees will attract the full range of benefits available under this Enterprise Agreement.

### **Use of Skills**

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

The parties are committed to improving skill levels and removing impediments to multi-skilling, and broadening the range of tasks that the employee may be required to perform.

The Gallery may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.

An employee required to relieve in a position that is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position, but shall be at least the minimum rate for that position in accordance with the salary system, except where the higher level skills have been taken into account within the salary of the relieving employee.

### **Casual Employees**

23. Provisions will exist for casual employment within all categories of classifications. To this end any casual used on a regular rostered basis may, after 6 months' continuous employment, be entitled to be classified as a permanent part-time employee.

Casual ordinary hours of work will include a minimum 3 hour shift on any one day, between the hours of 8.00am and 6.00pm Monday to Friday and 12.00 pm to 4.00 pm Saturdays and Sunday. Where a casual works more than 35 ordinary hours a week, overtime rates will apply.

Casual employees shall be paid at a rate of time and a half for the first two hours of work performed outside the ordinary hours for that position, and at a rate of double time for any subsequent hours worked outside ordinary hours for that position from Monday to Saturday.

Casual employees shall be paid at the rate of double time for any hours worked outside the ordinary hours on Sunday for that position.

Casual employees shall be paid at the rate of double time and a half for any hours worked on a public holiday.

The Gallery recognises that casual employment is engaged within various classifications and categories, and undertakes to develop, within the first twelve months of this agreement, an equitable system for identifying and remunerating the variety of casual work along several relevant salary bands.

Casual employees will be paid a casual loading of 25 percent to compensate for all entitlements and severance payments, flexible work hours and arrangements.

### **Job Share**

24. Where it is requested by an employee and agreed to by the Gallery, full time positions may be converted to job sharing arrangements. These arrangements will be subject to:
- i. the practicality of the position being job shared;
  - ii. there being no loss in quality or efficiency of service provision as a result of job share;
  - iii. consultation with relevant unions prior to conversion of positions to job share.

### **Job Rotation**

25. Where opportunities arise within the same band and level of the classification structure, and it is mutually beneficial for both the Gallery and an employee, ability exists for job rotation. These arrangements are subject to:
- i. the practicality of the position being job rotated; and
  - ii. there being no loss in quality or efficiency of service provision as a result of job rotation.

### **Notice of Terminating Employment**

26. Permanent employees will be required to give one month's notice in the event of termination of their employment. Where circumstances are agreed to, the one month's notice will be waived.

Where an employee's services are terminated for any reason other than serious misconduct, the Gallery will be required to provide four weeks' notice of such termination.

If no such notice is provided by the employee, the Gallery shall be entitled to deduct pay equivalent to the required period of notice of termination. Likewise, if the Gallery does not give to an employee the required period of notice of termination (except for reasons of serious misconduct) payment in lieu will be made.

### **Calculation of Service for Termination/Redundancy**

27. Subject to the provisions elsewhere contained in this Agreement, in calculating service, this service will be taken to include the total period of employment with Wollongong City Gallery from the date of commencing duties to the date of termination of employment, and will be calculated in the same manner as long service leave entitlement.

<b>Length of Continuous Service</b>	<b>Entitlement</b>
Less than 1 year	Nil
1 year but less than 2 years	5 weeks
2 years but less than 3 years	9 weeks
3 years but less than 4 years	13 weeks
4 years and less than 5 years	16 weeks
5 years and less than 6 years	19 weeks
6 years and less than 7 years	22 weeks
7 years and less than 8 years	25 weeks
8 years and less than 9 years	28 weeks
9 years and less than 10 years	31 weeks
10 years and over	34 weeks

Nothing in this clause shall restrict an employee of 10 years service or more of the Gallery from agreeing to further severance payments.

## **SECTION 4**

### **Leave and Holidays**

#### **Holidays**

28. The following gazetted or proclaimed public holidays are observed as holidays on the gazetted dates: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac day, Queens Birthday, Labour Day, Christmas Day, Boxing Day

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



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

### **Union Picnic Day**

29. Union Picnic Day shall be regarded as a holiday for employees who are financial members of the union. The Union Picnic Day shall be the last Monday in November of any year.

Employees who are not members of the union and who are not required by the Gallery to work on Union Picnic Day may apply to take other types of leave as may be approved by the Gallery. 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.

Employees who are financial members of the union, who are required to work on the Union Picnic Day, will be paid at the rate of double time for all hours worked as well as being paid for the holiday.

Where an employee who is a financial member of the union 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.

### **Annual Leave**

30. All employees will, in addition to the above, be given annual leave with pay for a period equal to five ordinary working weeks. This will include a fixed component for all staff (subject to service needs of their section) to be taken during the Christmas/New Year period and the remaining days to be taken at a mutually convenient time during the year.

No employee should accumulate more than ten weeks annual leave. *(see Section 4.1 Annual Leave and procedure in the Annexure to this Agreement).*

### **Sick Leave**

31. 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 Gallery Limited is committed to ensuring the well being 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. *(see Section 4.2 sick Leave and procedure the Annexure to this Agreement)*

### **Long Service Leave**

32. An employee will be entitled to long service leave on full pay upon attaining service in accordance with the following scale:

<u>Length of Service</u>	<u>Entitlement</u>
After 5 years' service	6.5 weeks
After 10 years' service	13 Weeks
After 15 years' service	an additional 6.5 weeks
After 20 years' service	an additional 11 weeks
For every completed period of five years' service thereafter	an additional 11 weeks

*(see Section 4.3 Long Service Leave policy and procedure in the Annexure to this Agreement)*

### **Leave Without Pay**

33. Management may authorise special leave without pay where they are satisfied the applicant has stated and substantiated good reasons for such leave. *(see Section 4.4 Leave Without Pay policy and procedure in the Annexure to this Agreement)*

### **Bereavement Leave - Special Leave**

34. Employees may be granted special leave on compassionate grounds following application to the Gallery Director. Each application for special leave will be considered on its merits. 2 days compassionate leave will be paid. Any additional leave will be classed as leave without pay. *(see Section 4.5 Bereavement Leave policy and procedure in the Annexure to this Agreement)*

### **Jury Service Leave**

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

An employee shall notify the Gallery as soon as possible of the date upon which the employee is required to perform jury service. Further, the employee shall give the Gallery proof of attendance, the duration of such attendance, and the amount received in respect of such jury service. *(see Section 4.6 Jury Service in the Annexure to this Agreement)*

### **Flexitime**

36. It is the Gallery's objective to allow employees flexible working hours to enhance a high morale. To this end the Gallery has adopted a Flexitime policy and procedure. *(see Section 4.7 Flexitime policy and procedure in the Annexure to this Agreement)*

### **Absence from Duty**

37. Once having reported for work, an employee will not absent themselves without the prior consent of their supervisor or the Gallery Director. *(see Section 4.8 Absence From Duty policy and procedure in the Annexure to this Agreement)*

### **Parental Leave**

38. Employees will be eligible to a maximum of fifty-two (52) weeks' unpaid parental leave, to be taken within twelve (12) months following the birth or adoption of their child. Parental leave is available to employees in the event of Maternity, Paternity and Adoption. An employee may access their accumulated annual and long service leave entitlements during this period of leave. *(see Section 4.9 Parental Leave policy and procedure in the Annexure to this Agreement)*

### **Paid Maternity Leave**

39. The Gallery will pay the employee who is the mother of a new born or adopted child Twelve (12) weeks' paid maternity leave at the appointed rate, or twenty four (24) weeks at half the appointed rate. This period of paid maternity leave forms part of the maximum fifty-two (52) weeks' unpaid parental leave.

### **Paid Supporting Parents Leave**

40. The Gallery will pay an employee who is the supporting partner in a relationship of a new born or adopted child, nine (9) weeks paid supporting parents leave at the appointed rate or eighteen (18) weeks at half the appointed rate provided that primary care giving status is established.

## **Section 5**

### **Miscellaneous**

#### **Salary Packages**

41. Where it is acceptable to both management and an employee, ability will exist for the implementation of salary packages. The nature and content of salary packages will be subject to approval by the Board of Directors.

An employee can not negotiate a package that is less than this agreement.

#### **Community Language Allowance**

42. In recognition of the customer service benefit to the community, any employee competently using a language other than English to communicate with customers, shall be paid a Community Language Allowance of \$13.14 per week on a regular or irregular basis, according to the incidences when the second language is used.

This Allowance remains separate from the employees' base rate of pay, and cannot be absorbed within a salary system payment.

Accreditation for the use of language skills is available from the Ethnic Affairs Commission and the University of New South Wales Institute of Languages. The cost of such accreditation will be borne by the Gallery.

#### **First Aid Allowance**

43. The Gallery shall select and train a full-time employee to become the designated First Aid Officer for the Gallery. This employee shall be an accredited St. John's First Aid certificate holder after completion of the training course.

The Gallery shall pay the designated First Aid Officer an allowance of \$12.00 per week, in recognition of the additional skill and responsibility. The designated First Aid Officer shall be responsible for maintaining the First Aid cabinet, as well as performing First Aid when required.

The designated First Aid Officer shall attend an accredited first aid training course every 2 years for re-accreditation. The Gallery shall bear the cost of re-accreditation and pay the employee as if they had worked ordinary hours of work for the time spent at training.

#### **Grievances Concerning Harassment or Discrimination**

44. Matters concerning discrimination and harassment are not subject to the grievance procedure. If any employee has a grievance of this nature and does not feel that it is appropriate to follow the grievance procedure, they may seek advice from Wollongong City Council's Human Resource Division or their Union delegate on how to pursue the matter.

#### **Workers' Compensation - Accident Pay**

45. In the event of an employee being absent from duty on Workers' Compensation, they will be entitled to receive their full rate of pay for a period not to extend beyond two years from the date of accident. Absences that extend beyond two years from the date of accident will attract payments as determined by the Workers' Compensation Act, 1987 (NSW), as amended.

**Section 6**

**46. Skill Descriptions and Rates of Pay**

**Classification**

<u>Program Manager:</u>	Provides highly specialised professional applications and management applications within the overall performance of the Gallery
<u>Program Officer:</u>	Provides specialised professional technical and general applications within the program performance of the Gallery
<u>Program Assistant:</u>	Assists specialised professional technical and general applications within the program performance of the Gallery
<u>Technical Assistant:</u>	Assists general maintenance and technical applications within the program performance of the Gallery.
<u>Administrative Officer:</u>	Provides specialised clerical coordinating and administrative applications within the general performance of the Gallery
<u>Administrative Assistant:</u>	Assists specialised clerical coordinating and administrative applications within the general performance of the Gallery

**Rates of Pay**

47. Wollongong City Gallery is regarded as a leading institution in its field. Therefore, levels of remuneration will be regularly monitored against internal and external benchmarks.

<b>Classification</b>	<b>1/7/2005</b>	<b>1/7/2006</b>	<b>1/7/2007</b>
Program Manager	46,510 - 64,895	48,370 - 67,490	50,305 - 70,190
Program Officer	35,695 - 46,510	37,120 - 48,370	38,605 - 50,305
Program Assistant	27,040 - 35,695	28,120 - 37,120	29,245 - 38,605
Technical Assistant	26,770 - 35,420	27,840 - 36,840	28,954-38,315
Administrative Officer	35,150 - 45,970	36,560 - 47,810	38,030-49,730
Administrative Assistant	26,500 - 35,150	27,825 - 37,670	28,940-39,180

**Payment of Salaries**

48. Salaries will be paid fortnightly by Electronic Fund Transfer (EFT) and be available in employee account on the Thursday of each fortnight. The Gallery shall pay all ancillary charges attracted by EFT.

**Section 7**

**General Definitions**

49. The Following definitions will apply to this agreement.

**Dismissal**

50. will mean termination of service by the Gallery as a result of following the Gallery's agreed disciplinary procedures. (*see policy and procedure in Section 7.1 Disciplinary Procedure in the Annexure to this Agreement*)

**Resignation**

51. will mean termination of service by an employee voluntarily leaving the service of the Gallery.

**Service**

52. subject to the provisions elsewhere contained in this Agreement, service will mean service calculated in accordance with the provisions of the Calculation of Service provisions of this Agreement.

**Full-Time Employee**

53. will mean an employee who is permanently engaged by the Gallery and whose ordinary hours of work are equal to those prescribed for full-time work under the terms of this Agreement.

**Part-Time Employee**

54. will mean an employee who is engaged for less than the ordinary full time hours attached to a position. A part-time employee may be engaged on either a temporary or permanent basis.

**Temporary Employee**

55. 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 and such agreements will not be unreasonably withheld. Temporary employees shall be provided with written advice from Management prior to commencement, giving details of their start and finishing date.

**Casual Employee**

56. Employees who are engaged for durations of less than 1 week, or alternatively, are on call to fill vacancies or to meet particular employment needs, shall be classed as casual employees for the purposes of this Agreement. Casual employment provisions are not designed to erode full time employment within the Gallery.

**Job share**

57. will mean the sharing of any regularly established job by two persons who:
- i. mutually agree to perform the tasks required of the job;
  - ii. share the ordinary hours attributable to that position so that the total hours worked within the position are equal to those which would have been worked had the position been occupied by one person.

Persons involved in job sharing arrangements will be recognised under the Gallery's Enterprise Agreement as permanent part-time staff.

**Recalled to Work Overtime**

58. will mean:
- i. a direction given to an employee to commence overtime work at a specified time which is two hours or more prior to their usual commencing time, or one hour or more after the usual ceasing time;

- ii. a notification given to an employee after completion of the day's work directing them to take up overtime work.

## **SECTION 8**

### **Annexure to this Agreement**

Section 1.9	Employee Involvement and Teamwork – Consultation and Communication Processes
Section 1.11	Productivity and Performance Indicators – Performance Appraisal System
Section 1.14	Equal Employment Opportunity
Section 3.1	Recruitment Policy
Section 4.1	Annual Leave
Section 4.2	Sick Leave
Section 4.3	Long Service Leave
Section 4.4	Leave Without Pay
Section 4.5	Bereavement Leave – Special Leave
Section 4.6	Jury Service
Section 4.7	Flextime
Section 4.8	Absence From Duty
Section 4.9	Parental Leave
Section 7.1	Disciplinary Procedure

## **SECTION 1**

### **1.9 Employee Involvement and Teamwork**

#### **Consultation and Communication Processes**

One of the Gallery's key principals refers to involving employees in matters that affect them in the work place. This is assisted by a number of communication and consultation processes and procedures. These are:

##### **1.9.1 Employees' Works Committee**

This committee meets to discuss workplace related matters including but not limited to the development of a workplace enterprise agreement.

##### **1.9.2 Staff Meetings**

##### **1.9.3**

These meetings occur fortnightly and involve all permanent employees and management in the discussion of relevant workplace matters.

##### **1.9.4 Program Meetings**

##### **1.9.5**

These meetings occur fortnightly (alternating with staff meetings) and involve all professional staff in the Gallery in the development of the exhibition program.

##### **1.9.6 Curatorial Meetings**

These meetings occur fortnightly and involve all curatorial staff in the development of exhibition and public programs.

##### **1.9.7 Casual Staff meeting**

These meetings occur every six weeks and involve all casual employees in communication training and development processes.

### **1.11 Productivity and Performance Indicators – Performance Appraisal System**

The Gallery has in place an annual staff Performance Appraisal System based on productivity and performance indicators developed from key result areas within individual position descriptions and the Gallery's business plan. This Performance Appraisal System represents an agreement between management and staff on expected productivity and performance outcomes in their work over a twelve-month period.

### **1.14 Equal Employment Opportunity Policy**

Wollongong City Gallery are committed to providing a work environment in which employees feel they are a valued member of the organisation, that they are fairly treated, and are given the recognition for their contribution to the Gallery's success. Wollongong City Gallery also aims to provide an environment that fosters good working relationships.

Wollongong City Gallery is committed to ensuring that all employees enjoy equal employment opportunity (EEO). This means that employees are treated fairly and equally when employment decisions are made and that unlawful discrimination does not take place.

EEO also means that each employee enjoys a harassment-free work environment.

Under New South Wales and Federal equal opportunity laws, discrimination based on the following attributes is unlawful:

- sex
- race, colour, nationality, descent, and ethnic, ethno-religious, or national origin
- family responsibility (dismissal only)
- disability
- age
- compulsory retirement
- pregnancy
- marital status
- homosexuality
- transgender
- racial vilification
- homosexual vilification
- HIV/AIDS vilification
- transgender vilification

These attributes are in most cases irrelevant to employment decisions, and it is Wollongong City Gallery's policy to ensure that they are not taken into account when employing staff.

## **SECTION 3**

### **Employment**

#### **3.1 Recruitment Policy**

When recruiting and promoting staff, Wollongong City Gallery aims to ensure that the best person for the job is chosen in each case. Wollongong City Gallery is committed to ensuring that recruitment and selection decisions are based on the principle of merit. This means that persons will be selected on the basis of whether they have the right skills, qualifications and other talents that are required to do the job. Appointment decisions based on irrelevant factors, such as a person's sex, race, disability, age homosexuality etc, or personal biases or favouritism, do not result in the best person for the job being chosen and will not happen.

Each person involved in the recruitment of employees or in selection for promotion should do their utmost to ensure that the merit principle is applied in each case.

Wollongong City Gallery is an equal employment opportunity employer and is committed to ensuring that all applicants for selection or promotion are not discriminated against on any of the grounds of discrimination

contained in equal opportunity laws (see Equal Employment Opportunity Policy). This means that no unlawful discrimination should take place in job advertisements, job interviews or any part of the selection process.

### **Internal advertising**

All positions that are in the process of recruitment should be advertised internally via electronic mail. Current employees and volunteers are encouraged to apply.

### **The essential and desirable criteria**

The selection panel will review the job description of the position in question and make sure that it is up to date and accurate. The level of remuneration attached to the position should also be reviewed. The panel will then, in consultation with the relevant supervisor, determine the essential and desirable criteria for the job.

The essential criteria are those which are essential for the performance of the job. The desirable criteria are those that will help the applicant perform the job and give them a competitive advantage. By determining the essential and desirable criteria for the job, the panel will have a standard for comparison of each applicant.

### **The job advertisement**

The job advertisement should be written in clear, non-discriminatory language.

The advertisement must contain the title of the job and a list of duties and key result areas. The advertisement should outline the essential criteria for the job and should indicate that applicants should be able to address all these criteria. Desirable criteria can also be included.

The advertisement should specify what information the applicant should provide with their application, eg: Curriculum Vitae. Information on how the duty statements and lists of criteria can be obtained should be included, and this material sent out when requested.

The name of a contact person should be provided, as well as a closing date for applications. The advertisement should state that Wollongong City Gallery is an equal opportunity employer.

The selection panel should review the job applications and make a short-list of the best applicants who meet the essential criteria for the position. Arrangements should be made for interviewing those applicants short-listed.

The selection panel will prepare the questions to be asked at the interview. These should be restricted to questions that are relevant to the job. Questions which may indicate an intention to discriminate should not be asked - this includes questions that may constitute sexual harassment (for more information, see the Workplace Harassment Policy). Panel members should document each applicant's responses.

The panel should meet and agree on the successful applicant, who should be notified of the decision in writing. Unsuccessful applicants should also be notified of the result. The relevant manager may offer feedback to unsuccessful applicants.

Persons applying for employment with Wollongong City Gallery may be requested to provide medical information in accordance with the Medical Information Policy. Any information requested by the Gallery must relate exclusively and directly to the requirements of the position.

Where a job applicant has a medical condition, but is in all other respects the best person for the job, Wollongong City Gallery will endeavour to make all reasonable adjustments to the work station or job. Reasonable adjustment will be afforded to successful applicants unless this would cause unjustifiable hardship to the Gallery.



## **SECTION 4**

### **4.1 Annual Leave**

#### **Policy**

##### **4.1.1 All employees will be entitled to:**

- i. a period of annual leave equal to five 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 staff, 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. generally speaking, annual leave must be applied for at least one month in advance, however applications for leave made at short notice will be considered by supervisors based on the merits of each case.

4.1.2 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.

4.1.3 Where an employee is sick for at least one normal thirty-five (35) hour working week during a period of annual leave, the annual leave can be converted to sick leave subject to medical verification of illness.

4.1.4 No employee should accumulate more than ten weeks of annual leave.

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

4.1.6 Where an employee has in excess of ten weeks annual leave accumulated and:

- i. applies with reasonable notice to take annual leave in order to reduce their accumulation to ten weeks; and
  - ii. the leave application is refused;
- the employee may request to be paid any leave accumulation in excess of ten weeks.

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

#### **Procedure**

4.1.8 A leave application form stating dates of leave with the employee's and supervisor's signature and recommendation of approval is to be forwarded to the Gallery Director at least four weeks in advance of the leave commencing to enable processing. Extenuating circumstances requiring urgent leave will be reviewed at the supervisory level.

4.1.9 Leave periods of less than one week will be paid off salary returns or timesheets. Leave equal to, or in excess of, one week will be paid in advance. Employees can nominate to be paid leave fortnightly if desired.

### **4.2 Sick Leave**

#### **Policy**

4.2.4 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 Gallery 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.

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

- 4.2.6 Sick leave is to be taken only when an employee is genuinely sick.
- 4.2.7 The Gallery 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.
- 4.2.8 Sick Leave is not designed to cover periods of absence on parental leave.
- 4.2.9 It will be the responsibility of supervisors to monitor the sick leave incidence within their areas of accountability.
- 4.2.10 Any dispute or difficulty relating to sick leave must be pursued through the Gallery's grievance procedure.

**Procedure**

- 4.2.11 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.
- 4.2.12 The Gallery 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 the Gallery's choice.
- 4.2.13 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.
- 4.2.14 Where it has been established that sick leave is being abused, the abuse will be addressed through the use of the Gallery's disciplinary procedure.
- 4.2.15 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.
- 4.2.16 An employee will be required to notify their supervisor or designated employee of their absence from work prior to the commencement of ordinary working hours.
- 4.2.17 Notification details should include expected length of absence.
- 4.2.18 Failure to notify absence may result in non-payment of sick leave.
- 4.2.19 All claims for sick leave must be made on the prescribed forms provided by the Gallery. This form must be completed and attached to an employee's flexsheet.
- 4.2.20 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.

**4.3 Long Service Leave**

**Policy**

4.3.4 Employees will be entitled to long service leave according to the scale below:

After 5 years service	6.5 weeks
After 10 years service	13 weeks
After 15 years service	an additional 6.5 weeks
After 20 years service	an additional 11 weeks
After every further 5 years completed service	an additional 11 weeks

4.3.5 Long service leave is to be taken in periods of one week or greater at a time mutually convenient to the Gallery and an employee.

4.3.6 Sickness whilst on long service leave, provided the period is at least ten days, may be converted to sick leave and long service leave will be credited.

4.3.7 Long service leave accrued may be taken at half pay subject to the approval of the Gallery Director.

#### **Termination**

4.3.8 Where an employee has completed ten years or more service, long service leave is payable pro rata, to the date of termination, in accordance with the scale contained in the table set out in Section 4 Long Service Leave of this Agreement.

- i. 4.3.9 Where an employee has more than five years' service but less than ten years' service on termination, that employee is entitled to a proportion of long service leave on a pro-rata basis.

#### **Procedure**

4.3.9 A leave application form, stating dates of leave with the employee's and supervisor's signature and recommendation of approval, is to be forwarded to the Gallery Director at least four weeks in advance of the leave commencing to enable processing. Extenuating circumstances requiring urgent leave will be reviewed at the supervisory level.

4.3.11 Employees can nominate to be paid leave fortnightly or in advance.

#### **4.4 Leave Without Pay**

##### **Policy**

4.4.4 All applications for leave without pay will be referred to the Gallery Director for determination.

4.4.5 Each case is to be assessed on its merits, taking into account factors which may include but not be limited to length of service of the employee, past performance of the employee, the impact of the leave on the organisation, and the reasons for the employee requesting leave.

4.4.6 The Gallery Director will consider the request for leave without pay and provide the employee with a determination within one month or other agreed time.

4.4.7 Any grievance concerning an application for leave without pay that is not approved should be pursued through the Gallery's grievance procedure.

##### **Procedure**

4.4.8 The employee will submit a "leave application form" to the Gallery Director with documentation detailing the period of leave requested.

4.4.9 The employee will be responsible for maintaining or suspending their own superannuation contributions and deductions for the period of unpaid leave.

4.4.10 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 the Gallery received such notification.

4.4.11 An absence on leave without pay will not interrupt the continuity of service with the Gallery, however any absence on such leave will not be taken into account in calculating for any purpose the period of service with the Gallery.

#### **4.5 Bereavement Leave – Special Leave**

##### **Policy**

4.5.4 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 the Gallery 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, without loss of pay during which the employee was notified of such death and thereupon was allowed to cease work; and
- ii. one ordinary working day, or where the employee arranges the funeral two ordinary working days, to be taken between, the last day worked before the bereavement leave, and the day upon which the funeral takes place.
- iii. Where an employee is required to travel inordinate distances to attend a funeral, application may be made for bereavement leave in excess of the above. Each application will be assessed on its merits.

#### **Procedure**

- 4.5.5 Employees wishing to claim bereavement leave should do so by completing a standard “leave application form” and making relevant notification on their flexsheet. Such forms should be forwarded to the employee’s immediate supervisor and thereafter to the Gallery Director for approval.
- 4.5.6 The Gallery Director will then arrange for payment of leave and recording of same on the appropriate registers and personnel files.

#### **4.6 Jury Service**

- 4.6.1 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. Such employees will be required to produce evidence to show what payment they received for 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.

#### **4.7 Flextime**

##### **Purpose**

- 4.7.1 It is the Gallery’s objective to allow employees flexible working hours to enhance a high morale. To this end the Gallery has adopted a Flextime Policy and the following procedures should apply:

##### **Policy**

- 4.7.2 Flextime is designed to allow staff maximum flexibility in determining their own working hours, in agreement with their supervisor. Constraints will be that present work throughput and service to the public must not be reduced and overtime must not increase.

##### **Procedure**

###### **Cooperation and Supervision**

- 4.7.3 It is essential for the smooth running of any organisation that there be cooperation and adequate supervision. These two factors apply to a very large extent under flextime.

Employees must at all times obey directions given by their supervisors regarding hours of attendance. If a supervisor directs any of their staff 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.

It is essential therefore that all staff working flextime be aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be cooperation between staff, supervisors and management in planning of working times during flex periods so that resources are available to service the needs of the public and other organisations, and to enable the continuance of interoffice communications and services. This has to be carefully balanced against the objective of the system that staff 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 work objectives.

Supervisors have a most important role to play under flextime. As well as ensuring that the section’s obligations are met in full, they should encourage employees to use the benefits of the scheme in a responsible manner.

### **Eligibility to Participate in Flextime**

4.7.4 Most staff will be eligible to participate in flextime. The exception to this will be staff whose duties require them to work fixed hours or shiftwork.

The degree to which staff will be able to avail themselves of the benefits of Flextime will vary depending on such aspects as the designation and classification of employees, the duties of their positions, the location of section, absence of other employees, etc. Not all staff will be able to enjoy the full benefits of flextime but it is the Gallery's wish that the maximum freedom possible within the constraints of efficient operations be afforded to all staff.

The Gallery Director will, at all times, retain the right to determine who may be excluded from participation.

### **Provisions of Flextime**

#### **4.7.5 Daily Working Hours**

The following details relate to daily working hours in general, subject to certain exceptions determined by the Gallery Director:

- i. Earliest starting time 6am
- Latest finishing time 6pm

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

Any additional hours must be paid overtime unless voluntarily accepted as flex credits by employee.

ii. Example of daily working pattern:

6am to 9am	Flex period
9am to 12 noon	Core time
12noon to 2pm	Flex period
2pm – 4pm	Core time
4pm-6pm	Flex period

#### **iii. Core Time**

During the core time of 9.00am to 12 noon and 2pm to 4pm, all employees are to be in attendance unless on approved leave.

#### **iv. Flex Period**

Subject to the requirements of the duties of their position and direction of their supervisor, employees are free to elect their hours of duty and times of attendance during the flex periods 6am to 9am, 12noon to 2pm and 4pm to 6pm.

#### **v. Notification of Absence**

Under Flextime the same conditions will apply as presently exist for notification of absences where prior approval has not been given. Employees 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 9am.

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

### **Flex Debit and Credit Build Up**

4.7.6 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.

4.7.7 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 twenty one hours, without the approval of the Gallery Director, because an excessive accumulation of flex credit days will be difficult to reduce without disrupting work flows. The provisions 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 fourteen hours, without the approval of the Gallery Director.

### **Core Time Leave**

- 4.7.8 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:
- i. prior approval of the supervisor must be obtained (verbal approval only is required);
  - ii. the full extent of core time cannot be taken on each of two consecutive days unless approval has been granted by the Gallery Director; and
  - iii. where core leave is taken on the day immediately preceding or following annual leave, such periods will not be included in any payment of higher duty allowance.

### **Leave**

- 4.7.9 Sick leave – short periods of illness or other absences may be covered by flex credits or flex debits without deduction from leave credits.
- 4.7.10 **Sick leave during Flextime day off:** Should an employee feel indisposed on an approved day off, they may apply for sick leave instead. The employee is then free to seek approval for further core time leave.

### **Overtime**

- 4.7.11 In general, the amount of overtime worked should neither increase nor decrease as a result of Flextime, however overtime will be paid when specifically directed.

### **Notification of Termination**

- 4.7.12 When an employee or the Gallery gives notice that they wish to terminate employment, participation in flextime automatically ceases. Any debit existing three days before termination will be deducted as leave without pay.
- 4.7.13 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 twenty-one hours on termination, resignation or retirement.

### **Time Recording**

- 4.7.13 All staff members are honour bound to record their attendance accurately and truthfully. Any employee who does not observe this requirement may be excluded from participation in the scheme. An employee who deliberately falsifies his/her personal record of attendance will be subject to disciplinary action.
- 4.7.14 The basic document is an individual personal record of attendance sheet.
- 4.7.15 At the beginning of each weekly period covered by the record of attendance, employees are to complete the details showing:
- i. name;
  - ii. pay number;
  - iii. location;
  - iv. week ending; and
  - v. Flex balance brought forward.
- 4.7.16 Each morning when employees commence duty they are to fill in the time of starting work.
- 4.7.17 At the end of ceasing duty at the lunch break, employees are to enter the time of finishing work for the morning.
- 4.7.18 When recommencing duty after the lunch break, employees are to insert the time of restarting work.

- 4.7.19 On ceasing duty for the day, employees are to:
- i. enter the time of finishing work;
  - ii. calculate the flex debt or credit for the day to the nearest half hour;
  - iii. should employees be absent on leave, they are to indicate the type of leave under the day on which it occurred.
- 4.7.20 If leave has not been previously approved, a leave form is to be submitted to the supervisor.
- 4.7.21 At the end of each week, employees are to calculate their debit or credit time balance for the week. This balance is then reflected as a 'plus' or minus' on their time sheets.
- 4.7.22 Employees are then to sign the forms and have them checked and countersigned by their supervisor.

#### **Supervisor's Responsibility**

- 4.7.23 The supervisor is responsible for the employee's attendance pattern. The perusal of the personal record of attendance is the primary means of assessing this. The supervisor's signature on the form indicates acceptance of this responsibility.
- 4.7.25 At the end of each fortnightly period the supervisor will see that the following actions occur:
- i. transfer any details of absences other than Flextime to the salaried staff fortnightly variation return;
  - ii. retain personal record of attendance as division record; and
  - iii. forward all completed salaried staff fortnightly variation return, together with all necessary leave forms for payment by 11am Monday.

#### **4.8 Absence from Duty**

##### **Policy**

- 4.8.1 Once having reported for work, an employee will not absent themselves without the prior consent of their supervisor or the Gallery Director.
- 4.8.2 If an employee absents themselves from duty without leave or satisfactory explanation, the Gallery may deduct the hours of absence from the employee's wage or salary.

##### **Procedure**

- 4.8.3 In the event of the above occurring it will be the responsibility of the employee's supervisor to invoke Step 1 of the Gallery's disciplinary procedure. Any decision to deduct wages or salaries will be notified to the Gallery Director, employee and pay section.
- 4.8.4 In the instance where an employee has falsified their timesheet or flexsheet, the Gallery's disciplinary procedures will be invoked.

#### **4.9 Parental Leave**

##### **Policy**

- 4.9.1 Wollongong City Gallery is an equal opportunity employer. The aim of pursuing such a policy is to ensure that all employees experience equality of opportunity in their working life; regardless of sex, race, marital status, disability or sexual preference. The purpose of this policy is to ensure that all employees have an opportunity to participate in the early rearing of their children without disadvantaging their employment situation.
- 4.9.2 Following a period of twelve months' unbroken service, an employee will be granted parental leave for an unbroken period of up to fifty-two weeks after the birth or adoption of a child. Such leave will be in accordance with the procedure and will be classified as leave without pay.

##### **Procedure**

- 4.9.3 Parental leave will be granted to a female employee who produces to the Gallery, not less than ten weeks prior to the expected date of confinement, a certificate of a legally qualified medical practitioner stating she is pregnant and specifying the expected date of confinement; or

- 4.9.4 A male employee who produces to the Gallery, not less than ten weeks prior to the expected date of confinement, a certificate of a legally qualified medical practitioner stating that his spouse / partner is pregnant and specifying the expected date of delivery.
- 4.9.5 Parental leave due to adoption will only be granted if the adopted child is under five years of age and has not previously lived continuously with the employee for a period of six months. The child may not be a child or stepchild of the employee or their partner. Adoption leave may be granted for an unbroken period of up to fifty-two (52) weeks but ceasing in any event when the child reaches the age of five years.
- 4.9.6 The employee will notify the Gallery when they have received notice of the approval for adoption purposes. Within two months of such approval an employee will submit an application for adoption leave stating the period of leave requested on placement of the child.
- 4.9.7 The employee will notify the Gallery in writing of the presumed date of placement of a child for adoptive purposes not later than fourteen days before such placement, together with the date of commencement of adoption leave and the period of leave to be taken. Granting of leave will not be prejudiced if this period of notice cannot be given if it results from a requirement of an adoption agency to accept earlier placement of a child.
- 4.9.8 An employee who commences with the Gallery after the date of their approval for adoption purposes will notify the Gallery upon commencing of this fact and the period of adoption leave they request upon placement of the child. In the case where placement occurs prior to that employee attaining fifty-two weeks continuous service with the Gallery, approval of leave will be at the discretion of the Gallery Director.
- 4.9.9 An application for adoption leave must be supported by production of either:
- i. a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
  - ii. a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- 4.9.10 An employee wishing to take parental leave must notify the Gallery not less than four weeks prior to the date upon which they intend to commence such leave, give to the Gallery notice in writing:
- i. stating their intention to take parental leave; and
  - ii. specifying the period of leave they intend to take and the date of commencement of the period.
- 4.9.11 Application for parental leave will be made on the 'parental leave form' and submitted to the Gallery Director for approval.
- 4.9.12 In the instance of female employees:
- i. the Gallery may, by not less than fourteen days' notice, require an employee to commence parental leave on a specified date within six weeks immediately preceding the expected date of delivery; and
  - ii. the period of leave will include a period of six weeks immediately following confinement.
- 4.9.13 At any time during the period of parental leave, an employee's application to extend or reduce the leave period within the limits set out in this policy will be considered by the Gallery.
- 4.9.14 An employee on parental leave is required to provide the Gallery with at least four weeks' notice of intention to return to work.
- 4.9.15 An absence on parental leave will not interrupt the continuity of service with the Gallery; however, any absence on such leave will not be taken into account in calculating for any purposes the period of service with the Gallery.
- 4.9.16 The employee and the Gallery will be responsible for maintaining or suspending 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.

- 4.9.17 At the employee's election, payment may be made for accrued and untaken annual leave and long service leave to which the employee is entitled, calculated on a pro rata basis, up to the time the employee proceeds on parental leave. This payment may either be made before the employee proceeds on such leave or throughout the period of leave. The calculation of payment will be assessed on the employee's rate of pay at the time payment is effected.
- 4.9.18 Upon return to work from parental leave, an employee will be entitled to the position which they previously occupied. Where this position has become redundant, the employee will be entitled to a position which is as comparable as possible to the status and remuneration of their former position and which they are capable of performing.
- 4.9.19 An employee on parental leave may terminate their service at any time during this period of leave. For the purposes of calculating entitlements, etc, the termination day will be taken as the date the Gallery received such notification.
- 4.9.20 Sick leave will not be available to an employee who has commenced parental leave. Further, subject to medical advice, an employee may be required by the Gallery to commence parental leave at an earlier date, where their health makes it impractical for them to continue in their normal duties and where alternative duties are not available.

## **SECTION 7**

### **General Definitions**

#### **7.1 Disciplinary Procedure**

##### **Purpose**

- 7.1.1 To maintain basic and reasonable standards of conduct and performance in the service of Wollongong City Gallery and to set fair and equitable standards of discipline for unsatisfactory conduct and performance.
- 7.1.2 Guarantee the rights of all.
- 7.1.3 Ensure a safe and healthy work environment.
- 7.1.4 Prevent employees from generating a poor attendance record or poor work habits.
- 7.1.5 Reinforce improved overall performance.
- 7.1.6 Refer employees to the Gallery's Employee Assistance Program where relevant.

##### **Policy**

- 7.1.7 Wollongong City Gallery believes its employees are loyal and hardworking. However, organisations require policies and standards to assist all managers, supervisors and employees with guidelines and procedures to events that may result in disciplinary or corrective action.
- 7.1.8 An effective disciplinary procedure must be fair, reasonable, logical and easily understood by all.
- 7.1.9 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 staff 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 a serious nature, these disciplinary procedures should not be used for a "first offence".
- 7.1.10 Where problems arise on the job and these problems have been discussed between the supervisor and employee, and the 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 the employee. In view of this, all supervisory staff should be fully aware of the Gallery's Employee Assistance Program (EAP) and make attempts to offer assistance to the employee. If the offer 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.

*Note: 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 – see appropriate provision.*

## **Procedures**

### **Step 1: First warning (verbal) – Guidance and Counselling**

7.1.12 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. If an employee is demonstrating a performance or behavioural problem then a counselling discussion should be implemented involving:

- i. the employee concerned;
- ii. the employee's immediate supervisor; and
- iii. at the option of the employee, a Union representative.

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

#### **7.1.3 Purpose of Discussion:**

- i. identify causes of the problem;
- ii. gain the employee's commitment to solving the problem;
- iii. if appropriate inform the employee of the services that the Gallery's Employee Assistance Program offers;
- iv. set a specific date for review of the matter.

#### **7.1.14 Record**

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

- i. date and time of discussion;
- ii. purpose of discussion;
- iii. follow up date.

7.1.15 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. Details of such improvement will be noted by the supervisor in their diary. However, if there is insufficient improvement by the agreed date, Step 2 will apply.

### **Step 2: Second Warning (written) – Utilising Effective Follow Up Action**

7.1.16 Conduct a follow up discussion involving:

- i. the employee concerned;
- ii. the employee's immediate supervisor;
- iii. the next level supervisor, and at the option of the employee, a **union** representative.

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

#### **7.1.17 Purpose of discussion**

- i. review previous discussion;
- ii. discuss possible solutions;
- iii. if appropriate inform the employee the Gallery's Employee Assistance Program;
- iv. indicate the consequences of further lack of improvement;
- v. set a specific date for review of the matter.

#### **7.1.18 Record**

A written record of a second warning is to be forwarded to the Gallery Director for placement on the employee's staff file and to the employee concerned, together with a copy of Council's disciplinary procedures. This record should include:

- i. date and time of discussion;
- ii. purpose of discussion;
- iii. follow-up date;
- iv. name and signature of supervisors who took action.

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

*Note: The Union will be notified that action has been taken in accordance with Step 2.*

### **Step 3: Final Warning (written)**

7.1.20 FINAL WARNING involving:

- i. the employee concerned;
- ii. the Gallery Director;
- iii. at the option of the employee a Union representative.

*Note: The employee will be made aware of this option prior to the interview commencing and the meeting shall not proceed until Union representation is available. The seriousness of this step will be emphasised to the employee. WCC's Human Resources Division may provide advice and support at this step, as requested.*

7.1.21 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.

#### **7.1.22 Purpose of Discussion:**

- i. review previous discussion;
- ii. discuss reasons for the situation;
- iii. refer the employee to the Gallery's Employee Assistance Program;
- iv. agree on specific action and follow up date;
- v. 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:

- i. a suspension with a view to termination;
- ii. a dismissal with due notice.

#### **7.1.23 Record:**

A record of the final warning is to be retained on the employee's staff file and should include:

- i. date and time of discussion;
- ii. purpose of discussion;
- iii. follow up date;
- iv. name and signature of supervisors who took the action.

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

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

### **Step 4: Disciplinary Action**

7.1.26 A meeting will be held involving:

- i. the employee concerned;
- ii. the Gallery Director;
- iii. the Manager Human Resources (WCC), if requested;
- iv. Union representative if requested by the employee.

*Note: the employee will be made aware of this option prior to the meeting commencing and the meeting shall not proceed until Union representation is available.*

#### **7.1.27 Purpose of Meeting**

The Gallery Director or Manager Human Resources (WCC) will inform the employee of one of the following:

- i. a suspension with a view to termination;
- ii. a dismissal with due notice.

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

#### **7.1.28 Employee's Rights**

The employee, however, retains the right to take action through the Industrial Relations Commission.

#### **7.1.29 Summary Dismissal**

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

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

- i. acts of misconduct;
- ii. acts of serious and wilful misconduct;
- iii. abandonment of employment;
- iv. drunkenness whilst at work;
- v. neglect of duty;
- vi. breach of duty fidelity / confidentiality;
- vii. criminal offences committed by an employee related to their work.

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

7.1.32 Action for summary dismissal may be initiated only by the Gallery Director following consultation with the Human Resources Division (WCC) concerning the processes to be followed.

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

- i. given the full reasons for the proposed termination;
- ii. provided with an opportunity to respond to the reasons for the proposed termination;
- iii. given the opportunity of union representation during the interview.

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

#### **7.1.35 Improvement in Employee Performance**

Where an employee, who has been the subject of disciplinary action under these procedures; and where, following an agreed review period, the employee's performance has improved to the satisfaction of the supervisor and Gallery Director, a notation will be made on the employee's staff file indicating the improvement.

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

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

## **SECTION 9**

### **9. Review of Agreement**

9.1 The parties to this Agreement, will re-commence negotiations six (6) months prior to the finishing date of this agreement.

9.2 The Gallery will notify the United Services Union of a proposed date for the commencement of these negotiations.