

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA16/3

**TITLE:** Port Stephens Council Enterprise Agreement 2015

**I.R.C. NO:** 15/979

**DATE APPROVED/COMMENCED:** 11 December 2015 / 1 July 2015

**TERM:** 36 months

**NEW AGREEMENT OR VARIATION:** New

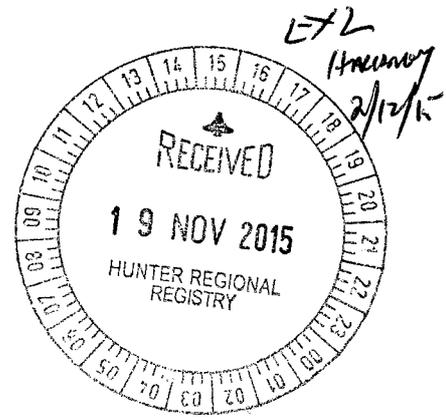
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**COVERAGE/DESCRIPTION OF EMPLOYEES:**

This agreement applies to all employees employed by Port Stephens Council, located at 116 Adelaide Street, Raymond Terrace NSW 2324, and employees of committees of Council established under the Local Government Act .1993, with the exception of Group Managers and the General Manager. This agreement shall regulate totally the terms and conditions of employment previously regulated by all awards and agreements covering employees of Port Stephens Council.

**PARTIES:** Port Stephens Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Local Government Engineers' Association of New South Wales; and The Development and Environmental Professionals' Association



# Port Stephens Council Enterprise Agreement 2015

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## **1. TITLE OF AGREEMENT**

1.1 This Agreement shall be known as the Port Stephens Council Enterprise Agreement 2015.

## **2. PARTIES TO THE AGREEMENT**

2.1 The parties to this Agreement are Port Stephens Council and:

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

## **3. TERM**

3.1 This Agreement shall operate from 1 July 2015 and shall remain in force for a period of three years.

## **4. INCIDENCE**

- 4.1 This Agreement shall apply to all employees of Port Stephens Council and employees of committees of Council established under the *Local Government Act 1993*, with the exception of group managers and the general manager.
- 4.2 This Agreement shall regulate totally the terms and conditions of employment previously regulated by all Awards and Agreements covering employees of Port Stephens Council.

## **5. VALUES, BEHAVIOURS AND COMMITMENTS**

### **5.1 Intent**

The parties to the Agreement are committed to co-operating positively to increase the structural efficiency of Port Stephens Council and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- 5.1.1 improve skill levels and establish skill-related career paths
- 5.1.2 eliminate impediments to multi-skilling
- 5.1.3 broaden the range of tasks, which a worker may be required to perform
- 5.1.4 achieve greater flexibility in workplace practices
- 5.1.5 eliminate discrimination
- 5.1.6 establish rates of pay and conditions that are fair and equitable
- 5.1.7 work reasonable hours
- 5.1.8 ensure flexibility for work and family responsibilities
- 5.1.9 ensure the delivery of quality services to the community and continuous improvement

### **5.2 Business Excellence**

- 5.2.1 Port Stephens Council is committed to applying the Business Excellence Framework to its operations.
- 5.2.2 The Framework is an integrated leadership and management system that describes the essential features, characteristics and approaches of organisational systems that promote sustainable, excellent performance.
- 5.2.3 This Agreement supports the objectives of business excellence by building a fair, balanced and co-operative relationship between Council and its employees.

### **5.3 Code of Conduct**

- 5.3.1 The Code of Conduct applies to every individual engaged with Council and is designed to help employees maintain our reputation for integrity and fair dealing.
- 5.3.2 Employees are required to comply with the Code.
- 5.3.3 From time to time management at Council may be obliged to change the existing Code or to introduce a new Code which employees will be required to observe in accordance with the Model Code required by the Local Government Act 1993 (NSW). Changes in addition to those required by legislation will only be made following consultation with staff through the Consultative Committee.
- 5.3.4 Council will ensure communication of any changes in the Code of Conduct to all staff on each occasion that the requirements under the Code change through the development and implementation of an appropriate communication plan.

### **5.4 Employer of Choice**

- 5.4.1 Port Stephens Council is committed to being an employer of choice and is continually developing strategies to enhance the working conditions of its employees.

5.4.2 We are committed to:

- 5.4.2.1 attracting and retaining quality staff through market competitive salaries and attractive working conditions;
- 5.4.2.2 providing systems to allow all staff to enjoy a safe and healthy working environment and support their wellbeing;
- 5.4.2.3 individual learning and development programs for all employees;
- 5.4.2.4 giving staff a voice through proactive consultation processes;
- 5.4.2.5 building career opportunities internally and externally; and
- 5.4.2.6 building a skilled and progressive workforce.

**5.5 Financial Sustainability**

5.5.1 Port Stephens Council is committed to being financially sustainable into the future.

5.5.2 There is no single answer to achieving financial sustainability; however there are a number of options that Council is undertaking as part of its Council Plan. These include:

- 5.5.2.1 the consolidation of assets;
- 5.5.2.2 increasing its submissions for Federal and State Government Grants; and
- 5.5.2.3 a rigorous investigation of its fees and charges.

5.5.3 When considering employee terms and conditions, our commitment to financial sustainability into the future is also carefully considered to ensure that we can continue to offer employment to the Port Stephens community.

**5.6 Our Purpose**

5.6.1 To deliver services valued by our community in the best possible way.

**5.7 Our Values**

The following values and behaviours are considered to be core requirements of our organisation. All staff working for Port Stephens Council are expected to demonstrate these values and behaviours in their dealings with each other and with our community.

Values	For us this means...	Expected behaviours	Unacceptable behaviours
Respect	Creating a unique, open and trusting environment in which each individual is valued and heard.	<ul style="list-style-type: none"> <li>• Being fair and courteous to each other.</li> <li>• Acknowledging individual contributions and differences.</li> <li>• Listening to our customers and keeping them involved.</li> <li>• Embracing the complexities of local government.</li> </ul>	<ul style="list-style-type: none"> <li>• Making promises we know we can't keep.</li> <li>• Tolerating a blame culture.</li> <li>• Gossiping.</li> <li>• Disregarding the differing views of the community.</li> </ul>
Integrity	Being honest and inspiring trust by being consistent, matching behaviours to words and taking responsibility for our actions.	<ul style="list-style-type: none"> <li>• Doing what we say we are going to do.</li> <li>• Leading by example and setting a positive direction.</li> <li>• Making the right choices, not just the easy ones.</li> <li>• Being present and actively listening.</li> </ul>	<ul style="list-style-type: none"> <li>• Making excuses for not delivering what is expected of us.</li> <li>• Doing the bare minimum just to get by.</li> <li>• Allowing personal interest to affect our judgement.</li> <li>• Giving different messages to different people.</li> </ul>
Teamwork	Working together as one Council, supporting each other to achieve better results for everyone.	<ul style="list-style-type: none"> <li>• Tapping into the knowledge and experience of our people.</li> <li>• Helping each other and providing support to a workmate in need.</li> <li>• Communicating clearly and often.</li> <li>• Acknowledging and celebrating work well done.</li> </ul>	<ul style="list-style-type: none"> <li>• Working in isolation or pursuing personal agendas.</li> <li>• Taking credit for the work of others.</li> <li>• Being negative about a workmate behind their back.</li> <li>• Acting in a way which impacts negatively on others.</li> </ul>

Values	For us this means...	Expected behaviours	Unacceptable behaviours
Excellence	Improving the way we work, to meet the challenges of the future.	<ul style="list-style-type: none"> <li>Working according to the business excellence principles.</li> <li>Basing all decisions on data and experience.</li> <li>Seeking feedback to continuously improve what we do.</li> <li>Encouraging ideas and suggestions and empowering people to develop new approaches.</li> </ul>	<ul style="list-style-type: none"> <li>Resisting change because 'we have always done it this way'.</li> <li>Taking unnecessary risks.</li> <li>Avoiding responsibility for negative outcomes.</li> <li>Using jargon over plain English.</li> </ul>
Safety	Providing a safety focused workplace culture to ensure the wellbeing of staff, their families and the community.	<ul style="list-style-type: none"> <li>Working safely at all times.</li> <li>Taking responsibility for the safety of others as well as ourselves.</li> <li>Speaking up and reporting unsafe acts.</li> <li>Using our risk management system to create an even safer workplace.</li> </ul>	<ul style="list-style-type: none"> <li>Continuing with a job or task if we feel unsafe.</li> <li>Using equipment that we aren't trained to use.</li> <li>Taking short cuts because we are busy, or pressured to do so.</li> <li>Taking risks that compromise the safety and welfare of staff, volunteers, contractors and/or members of the public.</li> </ul>

## 5.6 Our Vision

5.6.1 Engaged people, working together, delivering valued services.

## 5.7 Family and Work Life Balance

5.7.1 Family and work life balance is achieved when an individual's right to a fulfilling life inside and outside work is accepted and respected. Achieving a balance between family, work and other things in life is of benefit to employees, employers and the wider community.

5.7.2 Work and family balance is not just about supporting mothers and fathers who have young children, it is also about providing assistance to people who have older dependents or to those who may provide care to family members with disabilities.

5.7.3 Port Stephens Council is committed to providing employees with family and work life balance provisions that enable our employees to achieve this balance in their lives.

## 5.8 Workplace Equity and Diversity

5.8.1 At Port Stephens Council we are committed to developing an equitable and diverse workforce which is representative of our community and the region as a whole. This commitment is based, in part, on the need to ensure that our organisation complies with equal opportunity legislative requirements. However, more importantly we are committed to providing a pleasant working environment for all employees by encouraging good working relationships, valuing diversity and respecting differences to achieve our objective of being an employer of choice.

5.8.2 Equity is about fairness. It is about providing everyone with a fair and safe working environment, with access to training and development opportunities. It is about giving everyone the opportunity to use and enhance their individual talents and skills for their own improvement and for the advancement of the organisation as a whole.

5.8.3 Diversity is about inclusiveness. It means that the differences brought to the organisation by people of divergent backgrounds, experiences and perspectives are valued and respected. It means that the contributions brought to the organisation by a diverse range of people are utilised and maximised, thereby enhancing the effectiveness and capability of the organisation.

5.8.4 Achieving improved workplace equity and diversity means identifying and eliminating all forms of discrimination and putting measures into place to overcome the employment disadvantage faced by diversity groups. In our organisation, these have been identified as:

5.8.4.1 People from culturally diverse backgrounds.

People born in countries other than those categorised by the Australian Bureau of Statistics as mainly English speaking countries (ie. Australia, United Kingdom, New Zealand, South Africa, Canada, United States of America).

5.8.4.2 Indigenous Australians

Persons of Aboriginal and Torres Strait Islander origin.

5.8.4.3 People with disabilities

This includes anyone with an ongoing disability who has an employment restriction due to their disability and:

- is restricted in the type of work they can do, or needs modified hours of work (either a restriction in hours, different time schedules or flexible hours of attending); or
- requires an employer to provide adaptive equipment, a modified work environment, extra time for mobility or to perform certain tasks, or to make other special work-related arrangements; or
- needs to be given ongoing assistance or supervision to carry out their duties.

5.8.4.4 Women

5.8.4.5 Youth

A person who is aged 17 to 25 years.

5.8.4.6 People who identify as lesbian, gay, bisexual, trans or intersex

## 5.9 Anti-Discrimination

5.9.1 It is the intention of the parties bound by this Agreement to seek 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, age and responsibilities as a carer.

5.9.2 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.

5.9.3 Under the *Anti-Discrimination Act 1977* (NSW), 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.

5.9.4 Nothing in this clause is to be taken to affect:

- 5.9.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 5.9.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 5.9.4.3 any act or practice of a body established to propagate religion which is exempt under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
- 5.9.4.4 a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

5.9.5 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.

### 5.9.6 NOTES

5.9.6.1 Port Stephens Council and its employees may also be subject to Commonwealth anti-discrimination legislation.

5.9.6.2 Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## 6. DEFINITIONS

6.1 'Council' means Port Stephens Council ABN 16744377876, of 116 Adelaide Street, Raymond Terrace 2324.

6.2 'General Manager' shall mean a person appointed in accordance with section 334 of the *Local Government Act 1993* (NSW) to discharge the duties and responsibilities of the Office of the General Manager as set out in section 335 of the *Local Government Act 1993* (NSW) and such other duties that Council may delegate to the General Manager. When carrying out these duties, the General Manager is acting on behalf of Council.

- 6.3 'Association' means Local Government New South Wales.
- 6.4 'Union' means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers' Association of New South Wales (LGEA) and the Development and Environmental Professionals' Association (DEPA).
- 6.5 'Ordinary Pay' means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received:
- 6.5.1 Saturday, Sunday and shift penalties
  - 6.5.2 disability allowances
  - 6.5.3 tool allowances
  - 6.5.4 on-call allowance
  - 6.5.5 first aid allowance
  - 6.5.6 community language and signing work allowances.

Provided that subject to the exclusions below and at clauses 7.3.7 and 15.2.5, an employee's ordinary pay during periods of paid leave under this Agreement shall not be more or less than what the employee would have received had the employee not been on paid leave.

6.5.7 The following allowances shall be excluded from the composition of ordinary pay:

- 6.5.7.1 overtime payments
- 6.5.7.2 camping allowance
- 6.5.7.3 travelling allowances
- 6.5.7.4 sewer chokes allowance
- 6.5.7.5 car allowances
- 6.5.7.6 meal allowances

- 6.6 'Days' - unless otherwise specified, any reference to 'days' shall mean calendar days.
- 6.7 'Competency based training' refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- 6.8 'Superannuation contributions' means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any additional superannuation contributions made by way of salary sacrifice.
- 6.9 Complying superannuation fund has the same meaning as in the *Superannuation Industry (Supervision) Act 1993* (Cth).
- 6.10 'We' means the employer.
- 6.11 'Us' means the employer.
- 6.12 'Our' means the employer's.
- 6.13 'You' means the employee.
- 6.14 'Your' means the employee's.
- 6.15 'The parties' means the unions and the employer.
- 6.16 'Employer' means Port Stephens Council ABN 16744377876, of 116 Adelaide Street, Raymond Terrace 2324.
- 6.17 'Employees' means employees of Port Stephens Council
- 6.18 'Immediate family' means:
- 6.18.1 a spouse, child, parent, grandparent, grandchild or sibling of the employee; and
  - 6.18.2 a child, parent, grandparent, grandchild or sibling of a spouse of the employee.
- 6.19 'Child' also includes:
- 6.19.1 an adopted child;
  - 6.19.2 a stepchild;
  - 6.19.3 an ex nuptial child; and
  - 6.19.4 an adult child.

- 6.20 'De facto spouse' means the de facto spouse, of an employee, which means a person who lives with the employee as the employee's husband, wife or same sex partner on a genuine domestic basis although not legally married to the employee.
- 6.21 'Spouse' also includes:
- 6.21.1 a former spouse;
  - 6.21.2 a de facto spouse; and
  - 6.21.3 a former de facto spouse.
- 6.22 'Information Technology staff' means an employee who carries out any of the functions of information technology support and who are employed by Port Stephens Council or any successor, assignee or transmittee, whether immediate or not, to or of the whole or part of the business or Port Stephens Council.
- 6.23 'Section manager' means employees who have been appointed as a section manager within the organisation structure at Port Stephens Council. This position is a Level 3 Manager and reports directly to a Group Manager.
- 6.23 'Regular Casual Employee' means a casual employee who works for Council on a regular and systematic basis and who has a reasonable expectation of on-going employment on that basis.
- 6.24 'Beachside Holiday Parks' shall mean Fingal Bay, Halifax, Shoal Bay and TreEscape Holiday Parks and any other holiday park owned or operated by Council during the life of this agreement.
- 6.25 'IW&DP' means Individual Work and Development Plan which is Council's method for capturing performance of individual employees.
- 6.26 'POO Status' means Present Occupant Only Status. This refers to a employee of Council who was employed prior to 1 September 2008 and whose salary was greater than the salary provided in the revised salary system implemented from this date. These employees receive all increases in addition to their existing salary, with the exception of any market adjustments they may be entitled to under Level 4 of the salary system, which are absorbed into their current rate of pay. An employee on vacating the position they held prior to 1 September 2008 relinquishes all POO Status and accepts payment for any new role at the current salary system rate of pay for that role as detailed in the letter of offer, irrespective of whether or not the salary point for the new role is the same as the salary point for the previous role. POO status does not apply to higher duties pay except as provided by clause 7.3.6.
- 6.27 'Seven day a week rotating roster system' means a work roster system in which the employee is regularly required to work:
- (a) ordinary hours on each of the seven calendar days of the week; and
  - (b) ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve month period; and
  - (c) on Public Holidays; and
  - (d) at different agreed commencement times during the roster period(i.e. different shifts).

Provided that where, prior to the commencement of this Agreement, an employee regularly worked according to a roster system that the Council regarded as a seven day a week rotating roster system, and the employee continues to work according to the same roster system, the roster system shall be deemed to be a seven day a week rotating roster system for that employee.

## 7. PORT STEPHENS COUNCIL SALARY SYSTEM

### 7.1 Our Salary System

7.1.1 People come in different shapes and sizes – and so do jobs. When you put them together you have different kinds of people doing different kinds of jobs. The question is *"how do you work out what to pay people for the different kinds of work they do"*?

Basically, the bigger the job the more it will get paid. So we must have a way of deciding the 'size' of each job in Council.

We do this by following the four steps that make up our salary system.

Step 1	Step 2	Step 3	Step 4
Determining the size of each job	Determining the number of grades in our salary structure	Developing a salary range for each grade in the structure	Determining how people progress through the range

7.1.2 Step 1 – Determining the size of each job

The system that we use for deciding the size of each job in Council is the Mercer Job Evaluation System. This system expresses the worth of a position in 'work value points'. These points are determined by assessing eight sub factors, which are based on a systems approach to understanding jobs. This approach considers all jobs in terms of:

- 7.1.2.1 the inputs required for the positions. These are defined in terms of the skills, knowledge and experience needed to do the job. This is referred to as EXPERTISE.
- 7.1.2.2 the processes involved in carrying out the functions of the job. These are defined in terms of the complexity of tasks, and the requirement for resolving problems. This is referred to as JUDGEMENT.
- 7.1.2.3 the outputs required for the position. These are defined in terms of the impact, influence and independence of the position. This is referred to as ACCOUNTABILITY.

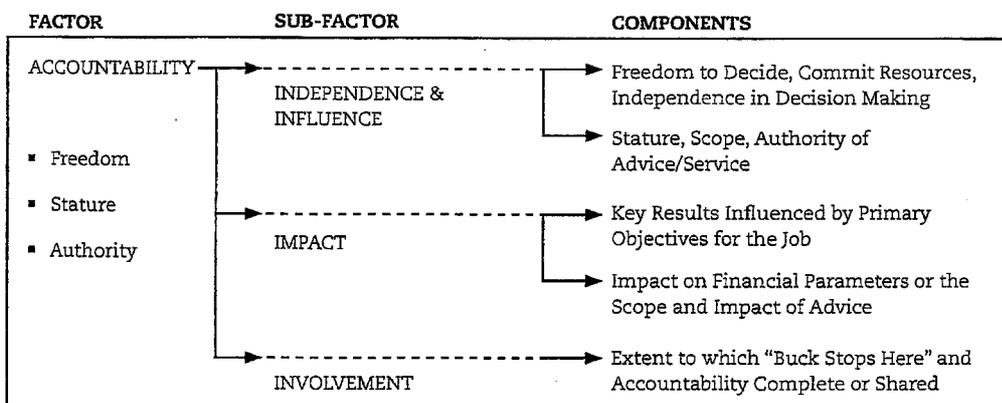
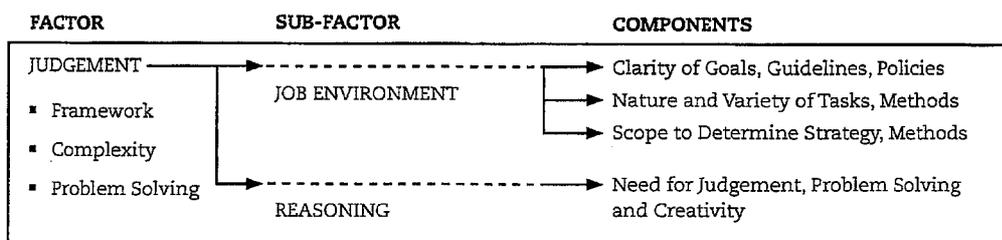
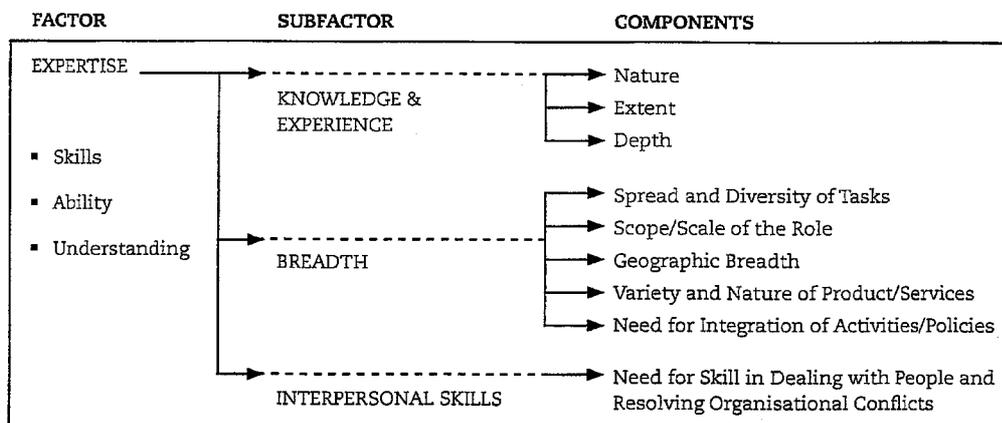
Remember that job evaluation focuses on the actual requirements of the position, not on a person or their performance.

### 7.1.3 The Role of the Job Evaluation Team

A team of six trained staff representing various areas across Council make up our Job Evaluation Team. When a position is evaluated, at least three members of the JET use the information provided by the position description and a job expert to assess the position. All panel members must have completed training in the Mercer JE System in order to evaluate a position.

## An introduction to the Mercer CED Job Evaluation methodology/system

To evaluate a position, assessments are made for each of the eight subfactors. These subfactors are:



# An introduction to the Mercer CED Job Evaluation methodology/system

Each subfactor has from three to eight levels. The definitions for each level determine how a position rates on each subfactor.

## Summary of how to evaluate a position

EXPERTISE

H	
G	
F	
E	
D	
C	
B	
A	

**Knowledge & Experience**

7	
6	
5	
4	
3	
2	
1	

**Breadth**

e	
d	
c	
b	
a	

**Interpersonal Skills**

**EXPERTISE**

F3d = 203 points

JUDGEMENT

G	
F	
E	
D	
C	
B	
A	

**Job Environment**

7	
6	
5	
4	
3	
2	
1	

**Reasoning**

**JUDGEMENT**

D4 = 153 points

ACCOUNTABILITY

G	
F	
E	
D	
C	
B	
A	

**Independence & Influence**

7	
6	
5	
4	
3	
2	
1	

**Impact**

d	
c	
i	

**Involvement**

**ACCOUNTABILITY**

E3d = 309 points

Impact reflects the primary focus of the job

- Direct: Staff, expenditure or revenue management
- Indirect: Assists in achieving financial outcomes
- Advice: Of a professional, policy or strategic nature
- Service: Provided to clients and others

**EVALUATION**

F3d = 203  
 D4 = 153  
E3d = 309  
 Total 665 points

7.1.4 Step 2 – Determining the Number of Grades in our Structure

Council's salary system has 24 salary points. Positions are placed in a salary point depending upon their evaluated 'work value points'. Positions that have the same work value points have the same salary point.

7.1.5 Step 3 – Determining the Remuneration Range for each Salary Point

Our remuneration range consists of four levels.

Level 4	Market Premium/Business Criticality
Level 3	Competent Performance
Level 2	Development Required -
Level 1	Entry Level

Level 1 is an entry level for new incumbents to a position or incumbents with significant development needs.

Level 2 represents a minimum level rate of pay which is 92.5% of the median of the range. Most new employees will commence at Level 2.

Level 3 represents competent performance for an incumbent displaying at least 90% of the criteria required for the position.

Level 4 is provided for market premiums, business criticality, additional skills required. The Human Resources Unit should be consulted to determine the appropriate rate for critical workforce segment positions eligible for Level 4 consideration, as only a portion of Level 4 may be payable, dependent on market conditions.

7.1.6 Our Market

Our market data is based on the Mercer annual survey of the local government sector in Australia. This provides us access to the most current and up to date salary information available in the local government sector.

7.1.6.1 Level 3 – Local Government Median

Our salary system has adopted the median of the local government market represented by Level 3 of each Salary Point as the normal maximum remuneration for each grade. This is adjusted annually based on the annual survey results.

In this market review the salary point is evaluated against the market data. This means we look median of the salary point and assess what the local government market is paying for positions of the same work value range. This is completed using the Mercer iRems system.

7.1.6.2 Level 4 Market Assessment – Critical Segment Positions

In July each year, a review of positions identified in the critical segment is undertaken. Positions identified in the critical segment are reviewed each year by the Executive Leadership Team as part of the Workforce Planning process.

Positions which are identified as critical meet the following conditions:

- high risk in terms of skills that are potentially difficult to replace, or
- have a significant impact on the community and organisational value

In this market review the actual position is evaluated against the market data. This means we look specifically at the work value points and position type for the identified position and assess what the local government market is paying for positions of the same work value and type. This is completed using the Mercer iRems system.

For an incumbent in a critical position to be entitled to a market adjustment, they must be at Level 3 (fully competent). If the incumbent is at Level 3 and if a position is identified in the critical segment then the current rate of pay for the incumbent is assessed against the market rate. If the market rate is higher than the Level 3 rate or the individual's current rate of pay, we increase the rate of pay to a maximum of the top of Level 4 to meet the market conditions. This means the incumbent may receive no increase or an increase of between 1% and 15% above the Level 3 rate, dependent upon market conditions.

This process is captured in the process flowchart entitled Market Review – Critical Positions.

7.1.6.3 Level 4 – Other Determinations

The General Manager may, on occasion, determine that Council will pay an amount outside of the salary system to attract and/or retain an individual in a critical position.

7.1.7 Step 4 – Determining how people progress through the range

Progression through the grade will depend upon demonstrated competence at Levels 1, 2 and 3 within the grade. The recognised competency framework developed using the DDI behavioural and technical competencies will apply with employees required to evidence how they met the competencies in order to progress.

New employees will normally be assessed at either Level 1 or 2 as they enter the organisation, dependent upon their level of technical skill. At the end of the probationary period, employees will be assessed again with any increases to be back dated to their date of commencement.

Any competencies that have not been achieved need to be reflected in a development plan and fed into the individual's IW&DP.

A payment above the median of the range is reserved for market premiums for roles that are identified throughout our workforce planning process as critical workforce segments as detailed in 7.1.6.1.

7.1.8 Total Remuneration Package

Total remuneration includes base salary, superannuation, motor vehicles including commuter use, allowances, staff bonus and weekend penalty rates. It does not include overtime. The rates of pay as outlined in salary system reflect base salary only.

A total remuneration model ensures that comparisons within the local government market and general market are relevant.

7.1.9 How do staff receive salary increases

There are four main ways in which you can receive a salary increase.

1. A significant increase in your job responsibilities, which will result in a higher evaluation for your changed position and therefore a higher salary range. A completed Re-evaluation Form, copy of the old position description and a copy of the updated position description must accompany any request for a re-evaluation. Re-evaluations will not occur as a result of market increases.
2. A promotional increase to a new position to which you have been appointed.
3. An upward revision of salary ranges, resulting from changed market factors assessed annually.
4. An increase payable under this Agreement.

7.1.10 Workers Compensation

An employee's current weekly rate of pay for the purposes of the Workers Compensation Act, 1987 shall be the rate paid to the employee under the salary system.

7.2 Rates of Pay

7.2.1 Base Rates

The base rates of pay applicable are outlined in the salary system.

Rates of pay and allowances will be increased in accordance with the following table:

	First Pay Period 1/07/2015	First Pay Period 1/07/2016	First Pay Period 1/07/2017
<b>Increases</b>	2.7% 2.98% actual to include market increase.	2.8%	2.8% or the Local Government (State) Award, whichever is the greater.

7.2.2 Retention Allowance

7.2.2.1 38 Hour Per Week Staff

38 hour per week staff will receive an allowance, to be known as the Retention Allowance, in December each year. The allowance will be increased each year in line with increases determined in this Agreement as detailed in the Allowances Table of this Agreement.

#### 7.2.2.2 35 Hour Per Week Staff

35 hour per week staff will receive an allowance, to be known as the Retention Allowance, in December each year. The allowance will be increased each year in line with increases determined in this agreement as detailed in the Allowances Table of this Agreement.

#### 7.2.2.3 Part-time Staff

For part-time staff the allowance is paid on a pro-rata basis, according to the number of hours actually worked per week. This includes those staff who have returned from parental leave in a part-time capacity.

#### 7.2.2.4 Eligibility

To be eligible for the allowance, an employee must be employed by Council on the date the allowance is paid. Employees whose employment is terminated the calendar year are not entitled to a pro-rata payment.

Employees with less than 12 months service receive the allowance on a pro rata basis for that year, calculated to the number of whole months employed. For example, a person commencing employment on 20 May would receive 7/12 of the allowance amount.

Employees who take unpaid leave during the year will have the Retention Allowance shall be paid on a pro-rata basis according to the number of hours actually worked during the year.

### 7.3 Higher Duties Pay

7.3.1 The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.

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

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

7.3.4 The skills paid for shall not be limited to those prescribed by the position description and may, where appropriate, include skills possessed by the individual which are required by Council to be used as an adjunct to the employee's normal duties.

7.3.5 Employees who are required by Council to use additional skill(s) such as:

7.3.5.1 languages other than English, or

7.3.5.2 signing services to those with hearing difficulties

In the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

7.3.6 An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief at the higher salary point. The rate to be paid shall be determined by demonstrated competence at the salary point the employee is relieving in. Should this be less than their current rate of pay, 50% of the difference between the employee's current level in their salary point and the same level in the relieving salary point shall apply. An employee, if acting in a position for more than six months, will be paid at least the competent level of the higher salary point, excluding acting section manager and acting group manager positions, which will be assessed using the salary assessment process.

7.3.7 Higher Duties Annual Leave Allowance

An allowance equal to the difference between the higher duties rate of pay and the employee's substantive rate of pay, multiplied by the annual accrual factor per hour (.076923) for the time relieving in the higher paid position shall be paid. All paid leave and Agreement holidays are then paid at the employee's substantive rate of pay.

7.3.8 An employee who is required to relieve in a senior staff position, so designated under the Local Government Act 1993 (NSW), shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

7.3.8.1 Section managers relieving in a group manager position will receive the same base rate of pay as the group manager for which they are relieving.

- 7.3.9 Higher duties is payable for actual hours worked as higher duties is paid for both salaried and wages staff.
- 7.3.10 The decision to relieve any position is a matter for the section manager to determine.
- 7.3.11 An employee requested to undertake specifically nominated duties and responsibilities less than the whole job, shall be paid a negotiated allowance, that may be less than the entry level of the relieving position. The amount of the negotiated salary is determined by considering:
  - 7.3.11.1 the extent of the responsibilities to be undertaken relative to the whole job; and
  - 7.3.11.2 the level of skill, knowledge, qualification and experience accredited to the employee.

#### **7.4 Payment of Employees**

- 7.4.1 Employees shall be paid fortnightly or any other period by agreement on a fixed regular pay day.
- 7.4.2 Employees shall be paid in arrears on every second Thursday for the previous two (2) Saturday-Friday periods.
- 7.4.3 Payment shall be by cash, cheque or direct credit to the employee's nominated account.
- 7.4.4 The Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.

#### **7.5 Annualised Salaries**

Council will consider an annualised salary for those positions whereby fluctuation occurs considerably from week to week based on the number of hours worked and when the hours are worked. An annualised salary can create an environment where employees will work efficiently throughout the normal hours of work and assist in overtime arrangements where applicable. In addition, an annualised salary may be tailored to more flexible working hours and arrangements.

- 7.5.1 Annual salary instead of Agreement provisions  
Notwithstanding any other provision of this Agreement, the employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all payments arising under the following provisions of the Agreement:
  - 7.5.1.1 Rates of Pay – clause 7.2;
  - 7.5.1.2 Payment for Higher Duties – clause 7.3
  - 7.5.1.3 Salary Sacrifice – clause 7.6
  - 7.5.1.4 Allowances, Additional Payments and Expenses – clause 7.7
  - 7.5.1.5 Residence – clause 7.7.16
  - 7.5.1.6 Hours of Work – clause 9
  - 7.5.1.7 Overtime – clause 13
  - 7.5.1.8 Holidays – clause 15
- 7.5.2 Annual salary not to disadvantage employees
  - 7.5.2.1 The annual salary must be no less than the amount the employee would have received under this Agreement for the work performed over the previous financial year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked) together with applying the current rate of pay for each of the applicable allowances to the annualised amount.
  - 7.5.2.2 The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the agreement provisions which are satisfied by the payment of the annual salary.
    - 7.5.2.2.1 Employees may request a review of the annualisation of allowances agreements once per annum at the beginning of the financial year providing the employee produces satisfactory evidence that the pattern or work has changed in a substantial way warranting such a review. Under these circumstances, the annualised amount shall be amended for the new financial year to reflect the new pattern of work or the employee may elect to return to claiming allowances on a weekly basis as provided in this clause.
    - 7.5.2.3 Employees shall not be denied the opportunity to apply for new or vacant positions as a result of the operation of this clause.
- 7.5.3 An annual salary agreement must:
  - 7.5.3.1 be in writing and signed by both parties;
  - 7.5.3.2 state the date on which the arrangement commences;
  - 7.5.3.3 be provided to the employee;
  - 7.5.3.4 contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the agreement

- 7.5.3.5 be subject to an annual review;
- 7.5.3.6 contain details of any salary package arrangements, including the annual salary that is payable;
- 7.5.3.7 contain details of any other non-salary benefits provided to the employee
- 7.5.3.8 contain the salary for the purposes of accident make up pay (if applicable); and
- 7.5.3.9 contain the Agreement Salary Point and Level for the role.

7.5.4 An annual salary agreement may be terminated:

- 7.5.4.1 by the employer or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- 7.5.4.2 at any time, by written agreement between the employer and the employee.

7.5.5 On termination of an annual salary agreement, the employee will revert to the Agreement entitlements unless a new annual salary agreement is reached.

7.5.6 Notwithstanding the above, annualised salary arrangements entered into prior to 1 July 2015 may continue to operate in accordance with their terms.

7.5.7 For new employees, annualisation of allowances will only commence following successful completion of the probationary period. This is to allow sufficient time for a reasonable pattern of work to be formed prior to calculation of a reasonable annual allowance amount.

## 7.6 Salary Sacrifice

7.6.1 Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre-tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.

7.6.2 Benefits that may be salary sacrificed include:

7.6.2.1 Motor vehicles supplied by Council under lease back arrangements where the amount to be salary sacrificed for leaseback of a Council motor vehicle is that part of the lease back fee that exceeds Council's fringe benefit tax liability.

7.6.2.2 Work-related items/ FBT-exempt benefits including:

- (1) airline Lounge Membership Fees;
- (2) briefcases, Calculators & Electronic Diaries;
- (3) development travel;
- (4) child care facilities operated by Council on its premises;
- (5) home office expenses;
- (6) income protection insurance;
- (7) laptop computers used primarily for work;
- (8) salary packaging/financial planning advice fees;
- (9) self-education expenses;
- (10) software;
- (11) additional superannuation; and
- (12) additional annual leave, as per clause 15.6.

7.6.2.3 Work-related items/ FBT- concessional benefits including:

- (1) associate vehicle leases; and
- (2) novated vehicle leases.

7.6.2.4 Otherwise deductible benefits including:

- (1) professional membership and subscription fees.

7.6.3 The value of the benefits shall be agreed between the Council and employee and shall include fringe benefits tax where applicable.

7.6.4 Council uses an external salary packaging provider to provide salary packaging services to employees.

7.6.4.1 The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by either Council and the employee or the salary packaging provider and the employee, as applicable.

7.6.4.2 The employee may request in writing to change the benefits to be salary sacrificed and the Council shall not unreasonably refuse the request.

7.6.4.3 The employee's gross pay is their pre-tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.

7.6.4.4 The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.

7.6.4.5 The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.

- 7.6.4.6 The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- 7.6.4.7 The salary packaging provider will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
- 7.6.4.8 The Council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- 7.6.5 A salary sacrifice arrangement shall cease on the day of termination of employment.
- 7.6.6 A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- 7.6.7 Council may maintain and/or enter into other salary sacrifice arrangements with employees.

## 7.7 Allowances, Additional Payments and Expenses

### 7.7.1 Adverse Working Conditions Allowance

7.7.1.1 Level 1 - adverse working conditions allowance is in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions.

7.7.1.1.1 This allowance shall be paid at the rates set out in the Allowances Table of this Agreement and shall be paid for all purposes of the Agreement but shall not attract any penalty.

7.7.1.1.2 Staff who are team leaders or below working in positions where the disability allowance is appropriate should generally receive the allowance. Team leaders in these positions may also be referred to as leading hands or supervising tradesmen within our organisation.

Excepting staff engaged in the following functions:

- administration
- civic centre, recreation and theatre
- community services
- finance
- garbage, sanitary and sullage
- managing saleyards
- noxious plant inspection
- noxious weeds staff
- ordinance control
- ordinance inspectors
- overseers
- public relations
- storekeepers
- technical services
- works supervisor

And also some specific employees who have been exempted from receiving the allowance because of position and historical reasons.

7.7.1.1.3 Designated employees who are team leaders or below who do not qualify for the allowances at 7.6.2.1.2 and 7.6.2.4.1 shall be paid the level 1 adverse working conditions allowance for the actual time worked by direction performing the following work with a minimum payment of one (1) hour per day on which the work is performed:

Employees whose duties involve animal destruction – whilst destroying companion animal and/or manual handling the remains or faeces of such companion animals. For the purpose of this subclause, companion animals means cats and dogs.

7.7.1.1.4 The employer may make an average payment equivalent to an agree number of hours per week where the employee is regularly required to perform such work.

### 7.7.1.2 Level 2 - Adverse Working Conditions Allowance

7.7.1.2.1 All employees classified as Team Leaders or below who are employed in garbage, sanitary and sullage collection work or engaged at garbage tips, in street sweeping and in cleaning offensive materials from gutters or storm water drains, shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in the Allowances Table of this Agreement. This allowance shall be paid for all purposes of the Agreement but shall not attract any penalty.

7.7.1.2.2 The level 2 adverse working conditions allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

#### 7.7.2 Sewer Chokes

Employees clearing sewer chokages shall be paid at the rate set out in the Allowances Table of this Agreement whilst so engaged.

The sewer choke allowance is to compensate for the highly obnoxious working conditions associated with the clearing of blockages from sewer mains (of any diameter) carrying raw or partially treated sewerage to sewerage treatment plants, often in circumstances where direct contact with the raw sewerage is unavoidable.

For the purposes of this sub-clause, a sewer choke shall mean a partial or total blockage that may result in a spill to the external environment from the sewer system.

The sewer choke allowance shall not be paid in addition to the sewerage treatment works allowance at clause 7.7.4 of this Agreement.

#### 7.7.3 Septic Tanks

Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets by other than mechanical means. Payments made in accordance with this sub-clause shall be in substitution of overtime rates and any other penalty.

#### 7.7.4 Sewerage Treatment Works

Employees required during their ordinary hours of work to enter digestion tanks at sewerage treatment works for the purpose of cleaning tanks, or who are required to enter and clean aeration ponds or who are required to enter and clean wet wells at sewer pump stations shall be paid at the rate of double ordinary rates for all time worked. Payments made in accordance with this sub-clause shall be in substitution of overtime rates and any other penalty.

#### 7.7.5 Employee Providing Tools

7.7.5.1 Where the employee and the Council agree that the employee shall supply their own tools, a tool allowance shall be paid at the rate set out in the Allowances Table of this Agreement. A listing of tools expected to be supplied by the employee receiving the allowance is available from the relevant Coordinator. The listings may be reviewed and updated from time to time in consultation with staff.

7.7.5.2 Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.

7.7.5.3 Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.

7.7.5.4 Compensation of Tools - The Council shall reimburse the employee to a maximum amount as set out in the Allowances Table of this Agreement for loss of tools by breaking and entering whilst securely stored at the Council's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the Council's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

7.7.5.4.1 Provided for the purposes of this clause: -

- (1) only tools used by the employee in the course of their employment shall be covered by this clause;
- (2) the employee shall, if requested to do so, furnish the council with a list of tools so used;
- (3) reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- (4) the employee shall report any theft to the police prior to making a claim on the council for replacement of stolen tools.

7.7.5.5 Apprentices will be provided with a start-up allowance to cover costs associated with commencing their trade to support them in purchasing the tools that they will require in their roles. The eligibility of this allowance and the allowance amount will be outlined in Council's Learning, Training & Development Guide.

#### 7.7.6 Telephone

Where an employee and Council agree that a telephone installed at the employee's residence can be used as a means of communication to such employee the Council shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on Council's behalf.

7.7.6.1 In regard to mobile phones, Council will provide one of the following:

- (1) a Council supplied mobile phone, which must be used in line with Council's Mobile Phones management directive which may be reviewed from time to time; or
- (2) a monthly mobile telephone allowance at the rates set out in the Allowances Table of this Agreement that would contribute towards the monthly rental of a personal phone and cover all business related calls

7.7.7 Expenses

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

7.7.8 Car Allowances

- 7.7.8.1 Where by agreement an employee supplies a car, the allowance to be made for the use and depreciation of such vehicle shall be the amount as set out in the Allowances Table of this Agreement.
- 7.7.8.2 Where the car is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum fortnightly payment as set out in the Allowances Table of this Agreement. Periods of sick leave in excess of three weeks, annual leave in excess of four weeks, long service leave, paid and unpaid maternity leave shall not be counted when calculating the minimum quarterly payment.
- 7.7.8.3 Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph 7.6.9.1 and shall not be entitled to the minimum payment as set out in paragraph 7.6.9.2.
- 7.7.8.4 Any agreement to pay the allowance under this clause may only be terminated by 12 months notice by either party or by the employee's termination of employment.

7.7.9 Travelling Allowance

7.7.9.1 This sub-clause shall apply to employees who are required to start and/or finish at a location away from the Council depot, workshop or other agreed starting point.

7.7.9.2 For the purposes of this sub-clause 'normal starting point' shall mean:

- (1) the Council workshop or depot;
- (2) a Council office or building to which the employee is usually assigned; and
- (3) any other agreed starting and/or finishing point.

7.7.9.3 Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to another starting point at any time by agreement, such agreement shall not unreasonably be withheld by either party. In the event of a dispute clause 25, Grievance and Dispute Procedures, shall apply.

7.7.9.4 An employee who is required to commence and/or finish work at a location away from the employee's normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at a location away from the normal starting point shall be paid a travelling allowance as under:

Where the employee works at a distance from the employee's residence greater than:

3km but not more than 10km	The amount as set out in the <u>Allowances Table</u>
More than 10km but not more than 20km	The amount as set out in the <u>Allowances Table</u>
More than 20km but not more than 33km	The amount as set out in the <u>Allowances Table</u>
More than 33km but not more than 50km	The amount as set out in the <u>Allowances Table</u>
Plus for each additional 10km in excess of 50kms	The amount as set out in the <u>Allowances Table</u>

7.7.9.5 For the purpose of this sub-clause a residence shall not be reckoned as such unless it is situated within the Council area. Where the employee resides outside the Council area the travelling allowance is payable from the Council boundary of the Council by which they are employed.

7.7.9.5.1 For the purpose of this sub-clause distance shall mean the nearest trafficable route to work.

- 7.7.9.6 Where transport is provided by Council the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather. Explosives shall not be carried on vehicles which are used for the conveyance of employees.
- 7.7.9.7 Where Council requires an employee to use their own vehicle to transport other employee(s) or materials to the worksite to commence and/or finish work at a location away from the employee's normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at a location away from the normal starting point, a car allowance for the use and depreciation of the vehicle shall be paid as follows:

Kilometres travelled transporting other employee(s) or materials	Cents per kilometre
Under 2.5 litres (nominal engine capacity)	The amount as set out in the <u>Allowances Table</u>
2.5 litres (nominal engine capacity) and over	The amount as set out in the <u>Allowances Table</u>

Such car allowance shall be paid in addition to travelling allowances provided by this sub-clause.

- 7.7.9.8 This sub-clause shall not apply where an employee commences and/or finishes work at a worksite which lies between the employee's place of residence and the employee's normal starting point, provided that reasonable transport is available and the employee travels no further than ordinarily travelled to the normal starting point.
- 7.7.9.9 This sub-clause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in clause 25 of this Agreement shall be applied.
- 7.7.9.10 This sub-clause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- 7.7.9.11 Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this sub-clause. Nothing in this sub-clause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.
- 7.7.10 Camping Allowance
- 7.7.10.1 Employees who are required by Council to camp out or where no reasonable transport facilities are available to allow them to proceed to and from their homes each day shall be paid a camping allowance at a rate as set out in the Allowances Table of this Agreement for each night the employee camps out.
- 7.7.10.2 Council shall pay the camping allowance in advance if requested, where Council requires the employee to camp out for all of the rostered working days in a week. The Council shall be reimbursed the camping allowance that has been paid in advance excepting where the camp has been shortened or cancelled for reasons beyond the employee's control.
- 7.7.10.3 When employees are required to camp, all travelling between their respective depots and camp site at the beginning and/or completion of the camp be undertaken during normal working hours. If the employees are required to travel outside normal working hours they shall be paid the appropriate travelling allowance in accordance with sub-clause 7.7.9 of this clause.
- 7.7.10.4 All time occupied in setting up or in shifting camps during the ordinary working hours shall be paid for at ordinary rates. Should employees be required to shift camp at times other than during their ordinary hours of work they shall be paid time and a half rates for the time occupied.
- 7.7.10.5 Council shall provide transport for employees, who are required to camp out from the Council depot at the commencement of each working week and to return to such depot at the finish of each working week or when the employees are camped for a period less than one week at the commencement and finish of the period in which the employees are required to camp out.
- Notwithstanding the above, transport may be mutually arranged between the Council and the employee(s) and shall remain at all times with those employee(s) required to camp.
- 7.7.10.6 Council shall provide free transport once each week to enable commodities for use in camp to be obtained by the employees from the nearest suitable location. For the purpose of this sub-clause, the camping allowance prescribed in paragraph 7.7.9 shall be payable to the employees so concerned.
- 7.7.10.7 No employee shall be required to camp without at least 24 hours notice unless such employee agrees to do so.

- 7.7.10.8 Where reasonably practicable to do so the Council shall arrange for perishable foods to be purchased on the morning prior to the time of departure on that day.
- 7.7.10.9 Minimum standards of caravan accommodation to be provided to employees required to camp out are contained in Schedule 1 to the Local Government (State) Award.

## 7.7.11 Community Language, Signing and First Aid Work

### 7.7.11.1 Community Language and Signing Work

- (1) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the weekly rate of pay as set out in the Allowances Table of this Agreement. The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- (2) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- (3) Such employees convey straightforward information relating to Council services, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
- (4) Such employees shall record their use of a community language according to Council established policy.

### 7.7.11.2 First Aid Work

Where an employee is required by Council to be the Approved First Aider in charge of a first aid kit and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary system established by the Council, the employee shall be paid an allowance in addition to the weekly rate, as set out in the Allowances Table of this Agreement.

A risk assessment shall be conducted to determine Approved First Aiders within the organisation.

An Approved First Aider is someone who is required to perform the following responsibilities:

- monthly inspection and maintenance of first aid equipment in their designated area
- restock first aid kits and replace out of date equipment and stock
- provision of first aid care to employees and others in their area
- coordination of records of injuries and illness within their designated area
- provision of first aid support during evacuations and other emergencies in their area
- arrangement of prompt and appropriate referral to medical aid as required
- maintaining a current first aid qualification
- participating in refresher training and competency development activities
- ensure that their contact details are correct
- advise manager/supervisor/coordinator immediately if an employee or non-employee is taken away in an ambulance
- advise employee to report incident in the Casualty Report and or First Aid Register

### 7.7.11.3 Additional Skills Criteria

- (1) Where an employee is required by Council to use community language or first aid skills in the performance of their duties:
  - Council shall provide the employee with the opportunity to obtain accreditation from a language aide or first aid accreditation agency;
  - the employee shall be prepared to be identified as possessing the additional skill(s); and
  - the employee shall be available to use the additional skill(s) as required by Council.
- (2) Such training shall form part of Council's learning and development plan and budget, in accordance with the requirements of clause 20 of this Agreement.

### 7.7.11.4 Savings

These provisions identify minimum criteria only, and shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangement existing at the date the award was varied to give effect to this clause. They shall not however be cumulative upon such existing payments.

## 7.7.12 Meal Allowance

7.7.12.1 A meal allowance shall be paid to employees instructed to work overtime as follows:

for two hours or more prior to their agreed commencing time	The amount as set out in the <u>Allowances Table</u>
for two hours immediately after their agree finishing time and after subsequent periods of four hours	The amount as set out in the <u>Allowances Table</u>
after each four hours on days other than ordinary working days	The amount as set out in the <u>Allowances Table</u>

Provided that a meal allowance is not payable where, by agreement, a meal is provided by the employer.

7.7.12.2 An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours of continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate work health and safety standards.

## 7.7.13 Civil Liability - Engineering Professionals

7.7.13.1 Subject to this clause, engineering professionals directly involved in the application of engineering principles to the asset management of the employer's assets that give rise to liability under the Civil Liability Act 2002 (NSW) shall be paid a 3.5% allowance in addition to the weekly salary system rate of pay.

7.7.13.2 This allowance was introduced to ensure that engineering professionals whose work value had changed in response to the Civil Liability Act 2002 (NSW) are paid for that change in work value. This allowance applies to functional management positions as well as engineering professionals working in asset management at the operational level.

7.7.13.3 Direct involvement in the application of engineering principles to the management of Council's assets includes:  
the planning for;

- designing;
- maintenance;
- replacing;
- rehabilitation; or
- disposing

of the employer's assets which may give rise to liability under the Civil Liability Act 2002 (NSW).

7.7.13.4 To qualify for the payment of this allowance the position in question must be evaluated at or above salary point 14 in accordance with Council's salary system.

7.7.13.5 The allowance is not payable where an employee receives a rate of pay that is at least 3.5% above the level three rate of pay for their evaluated salary point or where the position is designated as a Section Manager. Partial payment of the allowance will apply where an employee is paid above the level three rate of pay but not 3.5% above the level three rate.

7.7.13.6 Claims for the payment of the civil liability allowance under this clause shall be made within 30 days of the work being performed, and any claims for back-payment of the civil liability allowance shall be limited to the date on which the employee made the claim. This subclause does not apply where it can be demonstrated that Council incorrectly made representations to an employee that the civil liability allowance had already been paid for in accordance with their rate of pay and/or the salary system established by the employer, providing that back payment will not apply for claims prior to 1 July 2015.

## 7.7.14 Motor Vehicle Allowances

Council may provide vehicles or pay a motor vehicle allowance to an employee to meet the operational requirements of a position and/or as a market based recruitment and retention strategy. The conditions are contained in the Motor Vehicles and Other Related Benefits Management Directive and Procedure, which may be changed from time to time following consultation with staff through the Consultative Committee. The amount of the Allowance is as set out in the Allowances Table of this Agreement.

#### 7.7.15 Motor Vehicle – Section Managers

Section managers will be provided with an allowance sufficient to cover the total costs of the providing of a large luxury passenger sedan or equivalent plus any FBT liability and are to meet any excess from their gross salary or may retain any savings (from the packaged amount), should the actual cost of the personal benefit value of the vehicle be greater than or less than the agreed personal benefit value. The quantum of the allowance will be negotiated with the Section Managers and the General Manager in accordance with the Motor Vehicles and Other Related Benefits Management Directive.

Please note that employees who are entitled to receive a Motor Vehicle Allowance have the ability to make an additional contribution to a motor vehicle of their choice.

#### 7.7.16 Residence – Holiday Park Managers

7.7.16.1 Where an employee is supplied by the Council with a residence, it shall be of a reasonable standard.

7.7.16.2 The rental value of such residence shall be determined by professional market valuation and agreed upon between the Council and the employee. The rental value as agreed may be deducted from the pay of the employee. The rental value will be reviewed in accordance with market indicators and in accordance with the Australian Taxation Office requirements. The rental determination will be made in preparation for the beginning of each financial year and will remain fixed for the duration of the financial year.

7.7.16.3 Holiday park managers who live on site will receive an accommodation allowance paid during each pay period the allowance will be equivalent to the rental being charged.

#### 7.7.17 Holiday Parks – Overnight Stay Allowance

An Overnight Stay allowance is payable to staff who are required to stay overnight at a holiday park for the purposes of providing an on call service to guests as set out in the Allowances Table of this Agreement.

#### 7.7.18 Electrical Industry Allowance

An industry allowance as set out the Allowances Table of this Agreement. shall be paid to all employees aged twenty years and over who are classified as electricians. The allowance shall be paid for all purposes of the agreement with the exception of travelling time, overtime and other penalty rates.

#### 7.7.19 Statutory Licences

Employees who are required to hold a statutory licence in order to fulfil the inherent requirements of their position will be reimbursed these fees upon renewal by Council. Such licences could be but are not limited to; working with children check, Workcover NSW Approved Certificates, high risk licences and/or trade licences but does not include driver's licences.

### **8. SUPERANNUATION FUND CONTRIBUTIONS**

8.1 Council will contribute the minimum amount required under the Superannuation Guarantee (Administration) Act 1992 (Cth) to a complying fund of the employee's choice except as otherwise noted.

8.2 Should an employee fail to advise Council of an approved fund of the employee's choice, we will contribute the minimum amount required to the Local Government Superannuation Scheme applicable to the employee concerned. Information on the fund is available on request to Council.

8.3 An Employee may, on written request to the employer, sacrifice all or part of their salary into superannuation in line with Australian Taxation Office provisions and Council's salary sacrifice arrangements. Council will continue to pay an amount equal to 9.5% of the grossed up salary to superannuation in these circumstances, or other amount as determined by legislation from time to time.

### **9. HOURS OF WORK**

#### **9.1 Ordinary Hours – Full-time Employees**

9.1.1 Except as otherwise provided, the ordinary hours of work for a full-time employee shall be 35 or 38 hours per week as agreed between the employer and the employee.

9.1.2 The ordinary hours for employees working 38 hours per week shall be arranged on one of the following bases:

- 9.1.2.1 38 hours within one week provided that at least two days off shall be granted; or
  - 9.1.2.2 76 hours within two weeks provided that at least four days off shall be granted; or
  - 9.1.2.3 114 hours within three weeks provided that at least six days off shall be granted; or
  - 9.1.2.4 152 hours within four weeks provided that at least eight days off shall be granted.
- 9.1.3 The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:
- 9.1.3.1 Administration;
  - 9.1.3.2 Building Surveying;
  - 9.1.3.3 Community Services (Professional/Specialist Band 3);
  - 9.1.3.4 Engineering (Professional and Trainees);
  - 9.1.3.5 Executive Band;
  - 9.1.3.6 Finance;
  - 9.1.3.7 Health Surveying;
  - 9.1.3.8 Library;
  - 9.1.3.9 Public Relations;
  - 9.1.3.10 Technical Services; and
  - 9.1.3.11 Town Planning.
- 9.1.4 The ordinary hours for employees working 35 hours per week shall be arranged on one of the following bases:
- 9.1.4.1 35 hours within one week provided that at least two days off shall be granted; or
  - 9.1.4.2 70 hours within two weeks provided that at least four days off shall be granted; or
  - 9.1.4.3 105 hours within three weeks provided that at least six days off shall be granted; or
  - 9.1.4.4 140 hours within four weeks provided that at least eight days off shall be granted.
- 9.1.5 Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.
- 9.1.6 Where the employer seeks to alter the spread of ordinary hours for a new or vacant position from Monday to Friday to Monday to Sunday for any of the following functions:
- 9.1.6.1 Crematoriums and Cemeteries;
  - 9.1.6.2 Road Constructions and Maintenance;
  - 9.1.6.3 Stores and Depots; and
  - 9.1.6.4 Trade functions
- the employer shall refer the proposal to alter the spread of ordinary hours to the consultative committee prior to advertising the new or vacant position(s);
- 9.1.6.5 If the employer is satisfied that there are suitably qualified employees employed by the employer that can be redeployed to the new or vacant position(s) the employer shall call for expressions of interest from those employees for redeployment into the new or vacant position(s); and
- 9.1.7 Employees employed prior to 1 July 2014 whose ordinary hours of work are from Monday to Friday shall not be compelled to agree to work ordinary hours of work on Saturdays and/or Sundays.
- 9.1.8 The ordinary hours for employees engaged in the following functions shall be between Monday and Friday:
- 9.1.8.1 building surveyors
  - 9.1.8.2 engineering (professional and trainees)
  - 9.1.8.3 finance
  - 9.1.8.4 health surveyors
  - 9.1.8.5 town planning
- 9.1.9 The ordinary hours for employees engaged in general administration shall be between Monday and Friday except where such administrative duties are associated with work in functions where a different spread of hours is applicable.
- 9.1.10 An employee's commencement and/or finishing times may be altered by agreement. Such an agreement must be in writing and must be genuine with no compulsion to agree.
- 9.1.11 Ordinary hours of work shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.
- 9.1.12 Any proposal to change the ordinary hours of a position from 35 to 38 or vice versa shall be discussed with Consultative Committee prior to any change being implemented. Any change must include additional payment reflecting the change of hours, where applicable.

### 9.1.13 Hours of Work– Section Managers

9.1.13.1 Section managers will be employed on a full-time basis.

9.1.13.2 Section managers may be required by Council to work reasonable additional hours of duty to meet the demands of the position. Section managers agree to advise their group manager and/or the General Manager should they consider the hours they are required to work are unreasonable having regard to:

- (1) any risk to personal health and safety;
- (2) personal circumstances including any family responsibilities;
- (3) the needs of the workplace or enterprise; and/or
- (4) the notice (if any) given by Council of the additional hours and by the section manager of your intention to refuse it.

9.1.13.3 Section managers are required to work from 9am to 5pm Monday to Friday inclusive, together with such additional hours outside these hours of work, including but not limited to weekends or public holidays, as necessary for the proper performance of duties. These core hours may be varied by agreement between the individual section manager and their group manager and/or the General Manager.

9.1.13.4 The remuneration package is structured to reward the employee for all work undertaken as a section manager and no overtime or any allowances shall be paid to the section manager for reasonable additional hours of duty. Hours worked in addition to reasonable additional hours shall be dealt with in accordance with sub-clause 13.2.4 of this Agreement.

### 9.1.14 Minimum Shift Duration – Cleaners

Cleaners shall not be rostered to work shifts of less than two (2) hours duration.

Shifts will be allocated to Cleaners as per the roster procedure. The roster supervisor is responsible for ensuring an equitable distribution of shifts to staff within the roster system. Staff who are available for additional work will advise the roster supervisor in accordance with the procedure. If staff are required at short notice, the availability list will be consulted, the first four (4) employees contacted and if none are available, labour hire staff will be engaged. Staff who refuse shifts will be rotated to the bottom of the list. Staff on the eligibility listing who refuse a shift on three (3) occasions, will be removed from the list for a period of three (3) months.

In the event of a dispute, the Grievance and Disputes procedure in clause 25 of this Agreement shall be applied.

## 9.2 Part-Time Employment

9.2.1 Except as otherwise provided, a part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with clause 9.1 Ordinary Hours of Work – Full-Time Employees.

9.2.2 Prior to commencing part-time work the Council and the employee shall agree upon the conditions under which the work is to be performed including:

9.2.2.1 the hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work;

9.2.2.2 the nature of the work to be performed; and

9.2.2.3 the rate of pay as paid in accordance with this Agreement.

9.2.3 The conditions may also stipulate the period of part-time employment.

9.2.4 The conditions may be varied by consent.

9.2.5 The conditions or any variation to them must be in writing and retained by the Council. A copy of the conditions and any variations to them must be provided to the employee by the Council.

9.2.6 Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the Consultative Committee for information. In such cases Council and the employee shall agree upon the conditions, if any, of return to full-time work.

9.2.7 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in clause 9, Hours of Work of this Agreement, the provisions of clause 13, Overtime shall apply.

- 9.2.8 Except as otherwise provided, part-time employees shall receive all conditions prescribed by the Agreement on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 9.2.9 Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day. Part-time employees on seven (7) day a week rotating roster shall receive public holiday payment in direct proportion to their normal weekly hours of work.
- 9.2.10 A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- 9.2.11 Part-time Employment – Cleaners
  - 9.2.11.1 Part-time employment may be offered to Cleaners, based on an annualised guarantee of part-time hours.
  - 9.2.11.2 Employees must notify the roster supervisor at least 24 hours before, where practicable, if they will be unavailable to work the rostered shift. Notification is required by telephone or email contact. Non-compliance with this clause may result in action under clause 25 Disciplinary Procedure.

### 9.3 Casual Employment

- 9.3.1 A casual employee is employed on a day-to-day basis where budgetary allocation is provided, however, they cannot be employed on a continuing basis. There is no expressed or implied continuity of work with Council. The services of casual employees terminate at the end of each day.
- 9.3.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with clause 9.1, Hours of Work – Full-Time Employees.
- 9.3.3 Except as otherwise provided, casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 10. The penalties are calculated on the ordinary hourly rate.
- 9.3.4 Except as otherwise provided, casual employees who work outside the relevant spread of hours identified at clause 11.1 and 11.2 are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- 9.3.5 Subject to clause 13.1.7.2, a casual employee will not be offered to work overtime in a position held by an employee of Council, if such employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in clause 9.1, Hours of Work-Full-Time Employees.
- 9.3.6 In addition to the amounts prescribed by sub-clause 9.3.2 of this clause, a twenty-five percent (25%) loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid maternity leave, prescribed by the Agreement. Casual loading is not payable on overtime.
- 9.3.7 It is Council's policy that a casual employee can be recruited to assist with peaks in workload or through seasonal demands. Casual employees do not have designated working days and designated hours of work which are to be worked each week as a permanent arrangement.
- 9.3.8 Casual employees engaged on a regular and systematic basis shall:
  - 9.3.8.1 Have access to annual assessment under Council's salary system. For the purposes of salary assessment only, 'regular and systematic' shall mean a casual who has worked the equivalent of at least 216 hours in the role over the proceeding 12 month financial year period.
  - 9.3.8.2 Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on Council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- 9.3.9 A casual employee shall not replace an employee of Council on a permanent basis.
- 9.3.10 Carer's entitlements shall be available for casual employees as set out in sub-clause 15.1.18 of this Agreement.
- 9.3.11 Bereavement entitlements shall be available for casual employees as set out in sub-clause 15.10.3 of this Agreement.

- 9.3.12 Parental leave entitlements shall be available for casual employees in accordance with Part 4, Parental Leave, of the Industrial Relations Act 1996 (NSW) and Chapter 2 – Terms and Conditions of Employment, Part 2-2, Division 5 -- Parental leave and related entitlements of the Fair Work Act 2009 (Cth) as they apply to Council employees.
- 9.3.13 No casual employee should work more than 12 hours in any one day.
- 9.3.14 The service of a casual employee may be terminated without notice, either by the Council or the employee.
- 9.3.15 In cases of misconduct Council can dismiss a casual employee instantly.

#### **9.4 Temporary Employment**

- 9.4.1 The Local Government Act 1993 (NSW) provides that Council must determine an organisation structure and the resources to be allocated towards the employment of staff. It is the intent of the Local Government Act 1993 (NSW) to prevent Councils from increasing their establishment numbers through the employment of temporary and casual staff.
- 9.4.2 The Local Government Act 1993 (NSW) views temporary employment as a 'stop-gap' measure involving temporary replacement or temporary assistance on a full-time or part-time basis. The Local Government Act 1993 (NSW) limits temporary appointments to 12 months or 24 months in the case of a temporary appointment due to a period of parental leave.
- 9.4.3 Specifically, Section 351 of the Local Government Act 1993 (NSW) provides that a temporary appointment may be made to a position within the organisation structure of the Council if the position is vacant or the holder of such a position is suspended from duty, sick or absent.
- 9.4.4 A temporary employee can be employed where an establishment position is vacant or the job holder is on approved leave. A person who is appointed to a position temporarily may not continue in that position for a period of more than 24 months if the position is temporarily available because of a period of parental leave or 12 months in all other cases.
- 9.4.5 A person who is required in a temporary capacity for a period exceeding 12 months will be employed on a fixed term basis.
- 9.4.6 All employment requisitions for temporary staff will include the establishment position number that is being filled or the minute number of the Council resolution that increases the establishment for the temporary appointment.

#### **10. SATURDAY AND SUNDAY WORK**

- 10.1 Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.
- 10.2 The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the ordinary hourly rate of pay for work on a Saturday and a 100% penalty in addition to the ordinary hourly rate of pay for work on a Sunday:
- 10.2.1 mechanical trades (Workshops)
  - 10.2.2 parks and reserves
  - 10.2.3 waste
- 10.3 An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
- 10.3.1 An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed.
  - 10.3.2 Council will not unreasonably withhold agreement to such a request.
  - 10.3.3 Any such agreement shall not apply to new or vacant provisions.
- 10.4 Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of clause 10.3, Council shall not be required to pay the penalty rate provided clauses 10.1 or 10.2 or 10.2.

10.5 Saturday Work – Library Services Employees

10.5.1 Library services employees will receive the following penalty rates for work on Saturday:-

<i>Rates of Pay</i>			<i>Shift 1</i>	<i>Shift 2</i>	<i>Shift 3</i>
			<i>1.25 penalty rate</i>	<i>ordinary hours up to 12 noon and then double time thereafter.</i>	<i>ordinary hours up to 12 noon and then double time thereafter.</i>
Raymond Terrace and Tomaree			9am – 12 noon	9am - 2pm	11am – 2pm
Mobile			8.30am – 1pm	N/A	N/A
Casuals			9am – 12 noon	9am - 2.00 pm	11am – 2pm

10.5.2 Full-time Employees

10.5.2.1 Full-time permanent and temporary employees working on a Saturday are entitled to bank hours and penalties towards a rostered day off. Time in lieu amounts are as follows:

- (1) employee working 9am – 12 noon will be eligible for 3.75 hours time in lieu
- (2) employee working 11am – 2pm will be eligible for 5 hours time in lieu
- (3) employee Working 9am – 2pm will be eligible for 7 hours time in lieu

10.5.3 Part-time Employees

10.5.3.1 Part-time permanent and temporary employees working on a Saturday are entitled to bank hours and penalties towards time in lieu.

10.5.3.2 Employees specifically employed to work Saturdays only on a permanent part-time basis will be paid at double time for hours worked after 12 noon only, with no option for time in lieu.

10.5.4 Mobile Library

10.5.4.1 Permanent Mobile library operators will be paid Saturday hours and penalties, with no option for time in lieu or a rostered day off due to operational and roster requirements.

10.5.4.2 Should the Mobile library increase their hours of operation beyond 1pm the application of penalty rates will be reviewed by the parties to this Agreement.

10.6 Saturday and Sunday Work - Cleaners

10.6.1 Ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.

10.7 Saturday and Sunday Work – Beachside Holiday Parks

10.7.1 Ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.

10.7.2 Subject to operational requirements staff may be required to work weekends, as indicated by individual beachside holiday park rosters.

10.7.3 Holiday park managers shall prepare the roster and may require employees to work one (1) weekend in every two (2).

10.7.4 By agreement, ground staff may be required to work weekends to meet operational requirements and staff shortages. Such agreement shall not be unreasonably withheld.

## 11. SHIFT WORK

- 11.1 Except as otherwise provided ordinary hours worked outside the span of 6am to 6pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this sub-clause.
- 11.2 Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

Aerodromes	5am to 10pm
Caretakers	5am to 10pm
Childcare	6.30am to 8.30pm
Cleaners	4am to 10pm
Entertainment, theatres and hospitality	6am to 11pm
Libraries	8am to 9pm
Leisure centres	5am to 11pm
Parking station attendants	6am to 10pm
Pools	5am to 11pm
Rangers and parking officers	5am to 10pm
Security/watchpersons	5am to 10pm

- 11.3 Employees engaged in night road works will receive a minimum of 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked.
- 11.4 Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- 11.5 An employee may request to work ordinary hours outside the span of 6am and 6pm or any of the other spans detailed in clause 11.2, in lieu of the ordinary hours the employee would otherwise be rostered to work.
- 11.5.1 An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed.
  - 11.5.2 Council will not unreasonably withhold agreement to such a request.
  - 11.5.3 Any such agreement shall not apply to new or vacant positions.
  - 11.5.4 Where an employee requests to work ordinary hours outside the relevant span of hours Council shall not be required to pay a shift penalty for the actual time worked.

## 12. CHANGES TO COMMENCEMENT AND FINISHING TIMES

- 12.1 An employee's commencement and/or finishing times may be altered by agreement. Such an agreement must be in writing and must be genuine with no compulsion to agree.
- 12.2 A Council, the Union and the affected employees may agree on hours of work, weekend penalties and shift penalties other than those prescribed in clauses 9, 10 and 11 of this Agreement.

## 13. OVERTIME

### 13.1 General

13.1.1 Except where otherwise provided:

- 13.1.1.1 all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter;
- 13.1.1.2 overtime worked on Saturday shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time; and
- 13.1.1.3 overtime worked on Sunday shall be paid for at the rate of double time.

- 13.1.2 Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at another agreed time.
- 13.1.3 An employee who works so much overtime between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift that they have not had at least 10 consecutive hours off duty between those times shall be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 13.1.4 If an employee is instructed to resume work without having had 10 consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a 10 hour break without loss of pay.

This sub-clause only applies to employees who are on-call or called back to work:

- 13.1.4.1 for four hours or more, or
- 13.1.4.2 on consecutive days without having had a 10 hour break, or
- 13.1.4.3 on more than one occasion during the day outside of the four hour period.
- 13.1.5 Where there is prior agreement between the Council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This sub-clause shall not apply to employees who are on-call or called back to work. The conditions provided in clause 16.4.5.12 for the approval of overtime must also be satisfied prior to overtime being worked.
- 13.1.6 Employees classified as section managers may be required, in addition to their ordinary hours, to attend meetings of Council and standing and/or special committee meetings. For the purpose of this sub-clause, an employee who is required to attend meetings of the Council and standing and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11pm.
- 13.1.7 Subject to paragraph 13.1.7.1, a Council may require an employee to work reasonable overtime at overtime rates.
  - 13.1.7.1 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
  - 13.1.7.2 For the purposes of paragraph 13.1.7.1, what is unreasonable or otherwise will be determined having regard to:
    - (1) any risk to the employee;
    - (2) the employee's personal circumstances including any family and carer responsibilities;
    - (3) the needs of the workplace;
    - (4) the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
    - (5) any other matter.

### **13.2 Overtime Allowance – Section Managers**

- 13.2.1 A per annum allowance as set out in the Allowances Table of this Agreement will be paid in lieu of reasonable overtime worked.
- 13.2.2 The overtime allowance will be indexed in accordance with any increases determined under this Agreement.
- 13.2.3 The overtime allowance will be paid on a pro-rata basis per week.
- 13.2.4 Overtime Payment and Leave In Lieu Of Unreasonable Additional Hours
  - 13.2.4.1 Where there is prior agreement between the section manager and their group manager and/or the General Manager, an employee directed to work hours that are deemed to be unreasonable under clause 9.1.13 Hours of Work – Section managers, the section manager may elect either to be paid the appropriate overtime rate for each hour worked, or be granted time in lieu equivalent to the actual hours worked.

### **13.3 Overtime – Community Services Employees**

- 13.3.1 For the purposes of this clause 'Community Services Employee' is defined as employees involved in the delivery of community based programmes and cultural events for the Port Stephens community who are required to work ordinary hours and overtime outside of the normal spread of hours for Community Service Employees of 7am to 7pm.
- 13.3.2 Employees who are required to work outside the normal spread of hours for Community Services Employees as prescribed in clause 13.3.1 shall receive the following payments.

### 13.3.2.1 Monday to Friday

- (1) Employees shall accrue leave flexitime for hours worked within the spread of ordinary hours, as per clause 16.4.5, and leave in lieu for hours worked before 7am or after 7pm. Leave in lieu will be accrued at the rate of actual hours worked. If leave in lieu is not taken it will be paid to the employee on termination of employment at the applicable overtime rate of pay as prescribed in clause 13.1.1.
- (2) The employee must seek the approval of their supervisor prior to accruing leave in lieu.
- (3) Types of events that this clause is applicable to include, but are not limited to:
  - regular meetings;
  - non-regular meetings;
  - events which take place before or after normal working hours; and
  - events, such as displays, which occur on normal working days but involve more than seven hours work.
- (4) Should the amount of flexitime already banked reach the limit allowable, the employee should seek approval from their supervisor to accrue leave in lieu.

### 13.3.2.2 Weekends, Public Holidays or Regular Events

- (1) Employees may choose to be paid overtime as per clause 13.1.1 or accrue leave in lieu at the rate of actual hours worked for required attendance at the following types of events:
  - RBT nights and Drive Alive sessions
  - Australia Day celebrations
  - Moonlit movies
  - attendance at any other events for which prior approval has been given by the employee's supervisor

## 13.4 On-call

- 13.4.1 For the purposes of this Agreement, an employee shall be deemed to be on-call if required by the Council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work and/or supervise the call-out of other employees.
- 13.4.2 Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by Council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- 13.4.3 Employees required to be on-call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with clause 9, Hours of Work shall be paid an on-call allowance at the rates set out in the Allowances Table of this Agreement for each such day the employee is required to be on-call.
- 13.4.4 Employees required to be on-call on days other than their ordinary working days shall be paid an on-call allowance at the rates set out in the Allowances Table of this Agreement for each such day the employee is required to be on-call.
- 13.4.5 Provided that the on-call allowances in sub-clauses 13.4.3 and 13.4.4 of this clause shall not total more than the rates set out in the Allowances Table of this Agreement for any one week.
- 13.4.6 Employees on-call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work. On-call employees are not subject to the minimum payment provisions on a public holiday.
- 13.4.7 For each public holiday an employee is required to be on-call, the employee shall be granted one half day to be taken at an agreed time.
- 13.4.8 Employees who are on leave, excluding rostered days off, are not entitled to be on-call except where legislation requires a particular nominated person or position to be on-call or if there is no other suitably qualified person available.
- 13.4.9 Information Technology On-call
  - 13.4.9.1 'Overtime hours' for Information Technology Staff for the purposes of this clause means the hours worked (or part thereof in excess of the first 15 accumulative minutes) outside of normal Helpdesk operational hours during any weekly on-call period. Overtime should be claimed in amounts not less than 15 minutes.
  - 13.4.9.2 'Extended hours' for Information Technology staff are those hours (or part thereof in excess of the first fifteen minutes) performed outside of the staffed Helpdesk hours of 7am-5pm Monday to Friday. Currently calls prior to 8:30am are to be directed to the After Hours on-call number.

- 13.4.9.3 The Information Technology on-call support system will be a roster based system that will be shared equally between the on-call Information Technology staff. If the rostered employee is unable to fulfil on-call roster requirements due to absence on leave then the on-call payment for that day will be forfeited in order to facilitate the payment of a replacement on-call employee.
- 13.4.9.4 An Information Technology staff member will receive a weekly allowance at the rates set out in the Allowances Table of this Agreement for each week rostered on-call.
- 13.4.9.5 The extended hours support is not available to all Council staff. The Information Technology staff participating in the on-call agreement will be informed of the business units who are entitled to the extended hours support. These units must log their support request through the agreed after hours call centre. Overtime work must only be performed when the request is received from the after hours call centre.
- 13.4.9.6 The on-call agreement covers the support calls that are not covered during staffed Helpdesk hours of 7am-5pm Monday to Friday.
- 13.4.9.7 Work performed outside of the staffed Helpdesk hours 7am-5pm Monday to Friday may be claimed as an overtime payment or time off in lieu. Time off in lieu will be paid at the rate of one hour for each hour worked.
- 13.4.9.8 In the case where resolution of support call is not achievable over the phone and/or use of remote access and the employee on duty is required to attend an actual place of work clause 13.4.3 continues to apply.
- 13.4.9.9 Where an employee receives no prior notification of the requirement to be on-call or no notification before ceasing work on the last day of work prior to be recalled for duty then this is a situation of Call-back as per clause 13.5
- 13.4.9.10 In order to provide adequate support for the Council's computing facilities, Council will supply the on-call Information Technology staff with access to the following equipment:
- (1) laptop computer, with licensed software
  - (2) remote access to Council's network
  - (3) mobile telephone or mobile telephone allowance

13.4.9.11 In regard to mobile phones, Council will provide one of the following:

- (1) a Council supplied mobile phone, which must be used in line with Council's Mobile Phones management directive which may be reviewed from time to time
- (2) a monthly mobile telephone allowance at the rates set out in the Allowances Table of this Agreement that would contribute towards the monthly rental of a personal phone and cover all business related calls

This provision will only be supplied as long as the staff member is employed by Council in an information Technology role.

#### 13.4.9.12 Authority Specialist On-Call Allowance

An Authority specialist shall be rostered on-call each week and shall receive an allowance at the rates set out in the Allowances Table of this Agreement. This employee is required to provide support in the event that the rostered Information Technology on-call technician is unable to deal with a specific issue in relation to the operation of the Authority software.

This support is primarily provided over the phone or by remote connection. On rare occasions the employee may be required to attend Council's premises. In such a case the employee would receive a minimum overtime payment of four hours.

#### 13.4.10 Remote response

- 13.4.10.1 An employee who is in receipt of an on call allowance and available to immediately:
- (1) respond to phone calls or messages;
  - (2) provide advice ('phone fixes');
  - (3) arrange call out/rosters of other employees; and
  - (4) remotely monitor and/or address issues by remote telephone and/or computer access, will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where the employee is recalled to work (**Note:** subclause 13.4.6 applies where an on-call employee is recalled to work).
- 13.4.10.2 An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.
- 13.4.10.3 The employer may, by agreement, make an average payment equivalent to an agreed period of time per week where the employee is regularly required to remotely respond as defined in subclause (i) of this clause

13.4.11 Annualisation of all on-call allowances may occur in accordance with clause 7.5 of this Agreement.

### **13.5 Call-back**

- 13.5.1 For the purposes of this Agreement, an employee shall be deemed to be on a call-back if the employee is recalled to work overtime without receiving notice before ceasing work.
- 13.5.2 Any employee who is called back to work as defined in sub-clause 13.5.1, shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call-backs occurring within a four hour period of a call-back shall not attract any additional payment. An employee working on a call-back shall be paid the appropriate overtime rate from the time that such employee departs for work.
- 13.5.3 Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where the call-back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

### **13.6 Library Shute Clearance**

- 13.6.1 Staff who volunteer to attend the library outside of their ordinary hours of work for purposes such as clearing the after-hours return chute, are entitled to accrue a minimum of one hour time in lieu plus travelling time to and from their place of residence.

## **14. HOLIDAYS**

### **14.1 Public Holidays**

- 14.1.1 The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the Council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- 14.1.2 In addition to the days provided for in sub-clause 14.1.1, employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- 14.1.3 Where any of the holidays prescribed by this Agreement fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- 14.1.4 Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this Agreement, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- 14.1.5 All employees classified in salary point 8 or below of this Agreement employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- 14.1.6 Where an employee is required to work ordinary hours on a holiday as prescribed by this Agreement, the Council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- 14.1.7 When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between the Council and the employee. Full-time employees working rosters other than seven day a week rotating rosters shall be entitled to receive at least the same number of public holidays as a full-time employee working ordinary hours Monday to Friday.
- 14.1.8 No employee will receive the benefit of a Show Day holiday for the Newcastle Show unless it is specifically proclaimed as a holiday in the Council area.
- 14.1.9 Where any of the holidays prescribed by this Agreement fall on a day not ordinarily worked by the employee, the employee shall not be entitled to payment for that day.

### **14.2 Council Picnic Day**

- 14.2.1 Council Picnic Day shall for the purposes of this Agreement be regarded as a holiday for all employees. The Council Picnic Day shall be on such day as is agreed between the Council and the Picnic Day Committee.

14.2.2 Council may choose to provide services to the community as normal on Council Picnic Day. In this event:

- 14.2.2.1 employees who are required, for operational reasons, to work on Council Picnic Day, shall be paid double time;
- 14.2.2.2 employees who volunteer to work on Council Picnic Day, shall be entitled to a day off in lieu to be paid at their ordinary rate of pay.

## 15. LEAVE PROVISIONS

### 15.1 Personal Leave – Sick Leave and Carers Leave

15.1.1 An employee is entitled to 15 days paid personal leave during each year of employment, subject to the following conditions:

- 15.1.1.1 the Council shall be satisfied that the sickness is such that it justifies the time off; and
- 15.1.1.2 that the illness or injury does not arise from engaging in other employment.

15.1.2 Personal leave is:

- 15.1.2.1 paid leave (sick leave) taken by an employee because of a personal illness, or injury, of the employee; or
- 15.1.2.2 paid or unpaid leave (carer's leave) taken by an employee to provide care or support to a member of the employee's immediate family, friend, neighbour or a member of the employee's household, who requires care or support because of:
  - (1) a personal illness, or injury, of the member; or
  - (2) an unexpected emergency affecting the member

and where no other person is available to provide such support.

15.1.3 Notice must be given to the employer as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment. This provision does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

15.1.4 To be entitled to paid personal leave, the employee must complete a leave form signed by their supervisor and forward it to payroll for processing.

15.1.5 The employee is not required to provide a medical certificate to claim personal leave. However, the employer may require an employee to provide medical evidence to support a claim for personal leave in the event that:-

- 15.1.5.1 More than 15 days leave is claimed in any one calendar year; or
- 15.1.5.2 A pattern of leave occurs which suggests that the leave provision may be being abused.

15.1.6 If documentation is required, the employer shall meet with the employee, where practicable, and advise why documentation is being requested prior to implementing the need for the provision of documentation. Where documentation is required:

- 15.1.6.1 The required documentation must be given to the employer as soon as reasonably practicable which may be at a time before or after the leave has started.
- 15.1.6.2 The required document must include a statement to the effect that in the registered health practitioner's opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury or alternatively, that the person for whom the employee is providing care and support is in need of such support because the person is ill or injured.

15.1.7 Except as otherwise provide, the personal leave entitlement may accrue from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years. However, you are not entitled to payment for untaken personal leave on termination of your employment.

15.1.8 In addition to paid carer's leave, you are entitled to up to two days of unpaid carer's leave for each occasion that you are required to care for an immediate family member, providing your paid leave entitlements have been exhausted.

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

15.1.10 Accumulated personal leave shall be transferable on change of employment from Council to Council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer personal leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the Council and appointment to the service of

another Council does not exceed three months. The personal leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate Agreement at the time of transfer.

- 15.1.11 Where an employee has exhausted all leave entitlements (including annual leave, long service leave and leave in lieu) due to an extended period of sickness, Council may grant, upon application by the employee, such additional paid personal leave as, in its opinion, the circumstances may warrant.
- 15.1.12 Section 50 of the *Workers Compensation Act 1987* dealing with the relationship between sick leave and workers compensation applies which provides that workers compensation is to be paid in preference to sick leave if compensation is legally applicable. Payment of workers compensation overrides any payment of sick leave. Thus an employee is not entitled to be paid sick leave if he could properly claim workers compensation.
- 15.1.13 Where the parties are unable to reach agreement on the granting of personal leave (carer's leave) the Grievance and Disputes Procedures of this Agreement should be followed.
- 15.1.14 The employee shall, if required:
- 15.1.14.1 establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
- 15.1.14.2 establish by production of documentation acceptable to the Council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- 15.1.15 In normal circumstances, an employee must not take personal leave (carer's leave) under this sub-clause where another person has taken leave to care for the same person.
- 15.1.16 An employee may elect, with the consent of the Council, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-clause 15.1.2.2 above who is ill or who requires care due to an unexpected emergency.
- 15.1.17 An employee shall, wherever practicable, give the Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 15.1.18 The employer may, at its discretion, grant an employee sick leave at half pay if satisfied that extenuating circumstances exist. Where a public holiday falls during a period of sick leave at half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of sick leave at half pay on a proportionate basis.
- 15.1.19 Paid Personal Leave on Termination of Employment
- 15.1.19.1 An employee employed by Council prior to or on 26 September 2000, who has not previously waived their right to this provision, continues to have an entitlement for the payment of unused sick leave arising out of the termination of employment.
- 15.1.19.2 In the event of the termination of service of such an employee the following payout provisions shall apply.
- (1) Employees who commenced between 27 February 1996 and 26 September 2000
- Any sick leave which was accrued between 26 September 2000 and date of termination, which remains as untaken as at the date of termination will be paid out at:
- 12.5% if termination is at 5 years
  - 25% if termination is at 10 years
  - 50% if termination is at 20 years or thereafter.
  - (2.5% per year for 20 years = 50% maximum entitlement)
- (2) Employees who commenced prior to 27 February 1996 will be paid out at as follows:
- after 5 years 25%
  - after 10 years 50%
  - after each subsequent years' service 5% until a maximum of 100% of the entitlement is reached

- 15.1.19.3 When the service of an employee is terminated by death, the Council shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
- 15.1.19.4 Payment under this clause is limited to personal leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the Workers Compensation Act 1987.
- 15.1.19.5 On application to Council, an employee may request a partial payout of the entitlement prior to termination of employment. Council reserves the right to cap payments at an amount of \$200,000 in any one financial year across the entire workforce.
- 15.1.19.6 Should an employee choose to request a payout prior to termination of employment, they will:
- (1) forfeit any ongoing entitlement to payout of accumulated personal leave; and
  - (2) be required to retain a minimum balance of two years personal leave entitlement as at the date of pay out. Any such retained balance will be paid out on termination of employment if unused at the date of termination.

#### 15.1.20 Carer's Entitlement for Casual Employees

- 15.1.20.1 Subject to the evidentiary and notice requirements contained in this clause, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in sub-clause 15.1.2.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 15.1.20.2 The Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 15.1.20.3 The Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

#### 15.1.21 Time off in Lieu of Payment for Overtime

- 15.1.21.1 An employee may, with the consent of the Council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of clause 13.1 of this Agreement for the purpose of providing care and support for a person in accordance with 15.1.2.2 above.

#### 15.1.22 Make-up time

- 15.1.22.1 An employee may elect, with the consent of the Council, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with sub-clause 15.1.2.2 above.

#### 15.1.23 Annual Leave and Leave Without Pay

- 15.1.23.1 An employee may elect with the consent of Council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with sub-clause 15.1.2.2 above. Such leave shall be taken in accordance with Clause 15.2, Annual Leave and Clause 15.11, Leave Without Pay of this Agreement.

### 15.2 Annual Leave

- 15.2.1 Annual leave of absence consisting of four weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in sub-clause 15.2.2 of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the employee.
- 15.2.2 Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:
- 15.2.2.1 where the employee has accumulated in excess of eight weeks annual leave
  - 15.2.2.2 a period of annual close-down of up to and including four weeks. Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with sub-clause 15.2.1 of this clause.
- (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, Council shall;
  - Allow employee's with an anniversary date less than 6 months an annual leave deficit of up to 5 days leave;
  - Endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
- (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with Council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
- (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, personal leave and annual leave.

15.2.3 Payment to an employee proceeding on annual leave shall be made by Council at the employee's ordinary rate of pay for the period of annual leave through the usual pay periods, or upon written request of employee before the commencement of the employee's annual leave.

15.2.4 On resignation or termination of employment, the Council shall pay to the employee:

15.2.4.1 their ordinary rate of pay for all untaken leave credited for completed years of service; and

15.2.4.2 for an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year.

Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.

15.2.5 Except as provided by clause 7.3.7, where an employee receives a varying rate of pay for six months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

15.2.6 An employee of a Council who is entitled to any period of annual leave on ordinary pay may, with the consent of the Council, take that entitlement as leave for twice that period on half pay.

15.2.7 Electricians - Annual Leave Loading

15.2.7.1 Electricians entitled to annual leave under this Agreement shall receive, in addition to such entitlements, a monetary loading of seventeen and one half per cent, calculated and payable as follows.

- (1) Such loading shall apply only to annual leave entitlements and not to any additional days (or other time) added to an employee's annual leave to compensate for working on an agreement holiday or for any other reason or purpose provided for by this agreement.
- (2) Payment of the loading shall be calculated upon the employee's ordinary time rate of pay pertaining at the time such leave is taken or otherwise discharged.
- (3) When the employment of an employee is terminated by Council for any reason other than misconduct and such employee has not taken the whole of the annual leave entitlement accrued, other than any pro-rata annual leave entitlement, the employee shall be entitled to loading on such accrued annual leave.
- (4) Where, by arrangement with the Council, annual leave is taken in advance of it falling due, such loading may at the Councils discretion also be applied in advance with the leave taken.
- (5) Such loading shall be paid with the annual leave payment as prescribed in 15.2.3 for each period of annual leave as taken.

### 15.3 Long Service Leave

15.3.1 An employee of Council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:

LENGTH OF SERVICE	ENTITLEMENT
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks

LENGTH OF SERVICE	ENTITLEMENT
For every completed period of 5 years' service thereafter	11 weeks

- 15.3.2 Where an employee has completed more than five years' service with the Council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- 15.3.3 Long service leave shall be taken at a time mutually convenient to the Council and employee, provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due. The employer may direct an employee to take long service leave accrued on or after 23 June 1988 and not taken within five years of it falling due provided that at least four weeks' notice is given to the employee. It is the intention of Council to work with employees on an individual basis to reduce their leave accruals by establishing a leave management plan, which is fair and reasonable.
- 15.3.4 Payment to an employee proceeding on long service leave shall be made by Council at the employee's ordinary rate of pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- 15.3.5 An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- 15.3.6 For the purpose of calculating long service leave entitlement in accordance with sub-clause 15.3.1 and 15.3.2 of this clause all prior continuous service with any other Council within New South Wales shall be deemed to be service with the Council by which the employee is currently employed.
- 15.3.7 Continuity of service shall be deemed not to have been broken by transfer or change of employment from one Council to another provided the period between cessation of service with one Council and appointment to the service of another Council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one Council and appointment to the service of another Council.
- 15.3.8 For the purpose of this clause, service shall include the following periods.
- 15.3.8.1 Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a Council.
- 15.3.8.2 In the case of an employee, transferred to the service of a Council of a new or altered area - any period of service with the Council from which such employee was transferred.
- 15.3.8.3 Service shall mean all service with a Council irrespective of the classification under which the employee was employed.
- 15.3.9 There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by Council as service at the time leave was taken.
- 15.3.10 When an employee transfers from one Council to another, the former Council shall pay to the newly employing Council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with Council(s). A statement showing all prior continuous service with the Council(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the Council's Long Service Leave Record.
- 15.3.11 A Council which has received under sub-clause 15.3.10 of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing Council(s) shall if the employee subsequently leaves the service of that employing Council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing Council(s) the amount paid.
- 15.3.12 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 15, Holidays of this Agreement, occurring during the taking of any period of long service leave.

- 15.3.13 When the service of an employee is terminated by death the Council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- 15.3.14 Where an employee's service is terminated through shortage of work, material or finance or through illness certified by duly qualified medical practitioner and such employee is re-employed by the same Council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.
- 15.3.15 As per the Local Government (General) Amendment (Long Service Leave) Regulation 2011, an employee of a council who is entitled to any period of long service leave on ordinary pay may, with the consent of the council, take that entitlement:
- (a) as leave for twice that period on half pay, or
  - (b) as leave for half that period on double pay.

Superannuation is payable on all leave taken as provided by the Superannuation Guarantee (Administration) Act 1992 (Cth), as amended.

#### 15.4 Parental Leave

15.4.1 These provisions shall apply in addition to Part 4, Parental Leave, of the Industrial Relations Act 1996 (NSW) and Chapter 2 – Terms and Conditions of Employment, Part 2-2, Division 5 -- Parental leave and related entitlements of the Fair Work Act 2009 (Cth) as they apply to employees of Council.

##### 15.4.2 Right to request

15.4.2.1 An employee, other than a casual, entitled to parental leave may request the Council to allow the employee to return to work from a period of parental leave on a part-time basis, until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

15.4.2.2 An employee entitled to parental leave may request the Council to allow the employee:

- (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

to assist the employee in reconciling work and parental responsibilities.

15.4.2.3 Council shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Council's business. Such grounds may include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

15.4.2.4 The employee's request and the Council's decision made under sub-clause 15.4.2.1 and 15.4.2.2(2) above must be recorded in writing.

##### 15.4.2.5 Request to return to work part-time

Where an employee wishes to make a request under sub-clause 15.4.2.1 above, such a request must be made as soon as possible, but no less than seven weeks prior, to the date upon which the employee is due to return to work from parental leave.

##### 15.4.3 Communication during parental leave

15.4.3.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Council shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

15.4.3.2 The employee shall take reasonable steps to inform the Council about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

15.4.3.3 The employee shall also notify the Council of changes of address or other contact details, which might affect the Council's capacity to comply with sub-clause 15.4.3.1.

15.4.4 Council must not fail to re-engage a regular casual employee because:

- 15.4.4.1 the employee or employee's spouse is pregnant; or
- 15.4.4.2 the employee is or has been immediately absent on parental leave.

The rights of the Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

## 15.5 Paid Parental Leave

15.5.1 This clause applies to all full-time and part-time employees who have had 12 months continuous service with Council immediately prior to the commencement of parental leave or special maternity leave and to casual employees who have worked on a regular and systematic basis with Council for at least 12 months prior to the commencement of parental leave or special maternity leave.

15.5.2 Definitions – Paid Parental Leave

15.5.2.1 'Paid parental leave' shall mean:

- (1) leave taken by a female employee in connection with the pregnancy, the birth or adoption of a child of the employee; or
- (2) leave taken by a male employee in connection with the birth or adoption of child where such employee is the primary care giver to that child.

15.5.2.2 'PPL instalments' shall mean instalments paid during the paid parental leave period under the Paid Parental Leave Act 2010 (Cth) or any lump sum payment made under this legislation.

15.5.3 Paid parental leave consists of an unbroken period of leave.

15.5.4 Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.

15.5.5 An employee shall be entitled to a total of 12 weeks paid parental leave or special maternity leave on full pay; or 24 weeks parental leave or special maternity leave on half pay; or parental leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 12 weeks on full pay. In addition:

- 15.5.5.1 an employee may also be entitled to receive PPL instalments up to a maximum of 18 weeks;
- 15.5.5.2 an employee who is entitled paid parental leave but not to PPL instalments shall be provided with paid parental leave equivalent to 12 weeks on full pay.

15.5.6 The employee may choose to commence paid parental leave before the expected date of the birth or adoption.

15.5.7 Annual leave, long service leave, unpaid parental leave and any accumulated time in lieu may be taken in conjunction with paid parental leave and special maternity leave, subject to Council approval, provided that the total period of leave does not exceed 104 weeks.

15.5.8 Employees may take periods of annual leave and long service leave during unpaid parental leave at half pay, provided the total period of all leave does not exceed 104 weeks.

15.5.9 The period of paid parental leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals and superannuation. For the avoidance of doubt, superannuation is calculated on the full parental leave payment (ie. the employee's ordinary rate of pay inclusive of PPL instalments).

15.5.10 Paid parental leave may not be extended beyond the first anniversary of the child's birth or adoption.

15.5.11 Payment for parental leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part-time employees will be paid at their ordinary part-time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid parental leave or special maternity leave.

15.5.12 Paid parental leave and paid special maternity leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid parental leave or annual or long service leave on

half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.

#### 15.5.13 Notice of intention to take paid parental leave

The employee must:

15.5.13.1 provide Council with certification of the expected date of leave at least 10 weeks before the child is due or the adoption is to take place - this is known as the first notice;

15.5.13.2 advise Council in writing of the employees intention to take paid parental leave and the proposed start date at least four weeks prior to that date - this is known as the second notice; and

15.5.13.3 provide a signed statutory declaration that the employee will be the primary care giver to the child; that the paid parental leave will not be taken in conjunction with any partner accessing paid parental leave entitlements and whether or not the employee and/or their partner is entitled to PPL payments.

15.5.14 The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the General Manager.

15.5.15 Requalification period – An employee shall not be entitled to a further period of paid parental leave unless the employee has returned to work for Council for at least three months since their previous period of parental leave.

15.5.16 This clause shall not apply where another employee of Council receives paid parental leave in connection with the pregnancy, birth or adoption of the same child or children.

15.5.17 If a full-time employee returns to work in a part-time capacity then all leave entitlements and any ongoing allowances will be calculated on a pro-rata basis. This includes but is not limited to the Retention Allowance, refer to clause 7.2.2.3.

### 15.6 Supporting Parent Leave

15.6.1 An employee who is a supporting parent shall be entitled to up to five days paid leave at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with Council immediately prior to the commencement of their supporting parent leave.

### 15.7 Jury Service Leave

15.7.1 An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the Council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the Council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give Council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

### 15.8 Union Training Leave

15.8.1 Council shall agree to release employees to attend an accredited trade union training course with pay and such agreement shall not unreasonably be withheld.

### 15.9 Union Conference Leave

15.9.1 Accredited delegates to the union's annual conferences shall be granted paid leave for the duration of the conference provided that the Council's operational requirements are met and the union notifies Council of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

### 15.10 Bereavement Leave

15.10.1 Where a full-time or part-time employee is absent from duty because of the death of immediate family or a member of the same household, the employee shall be granted five days leave with pay upon application. Should the death occur outside of Australia, the employee shall be granted 10 days leave with pay upon application.

15.10.2 Where an employee is absent from duty to attend the funeral service of a person not described in 15.10.1, the employee shall be granted up to one day's paid leave to attend such service. This means leave shall be granted for the time to travel to and from the service and to attend the service. Any additional time to attend a function following a funeral service will be taken from other leave entitlements such as time in lieu, annual leave or flexitime with the prior approval of the employees Supervisor.

### 15.10.3 Bereavement Entitlements for Casual Employees

- 15.10.3.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in sub-clause 15.10.1.
- 15.10.3.2 Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to five days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 15.10.3.3 Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Council to engage or not engage a casual employee are otherwise not affected.
- 15.10.3.4 Council may require the employee to provide satisfactory evidence of the death subject of the bereavement leave application.

15.10.4 For the purposes of this subclause, special consideration will be given by the Group Manager to providing bereavement leave for staff where the term 'Immediate Family' means kinship and there is a relationship or obligation under the customs and traditions of the community or group to which the employee belongs to attend cultural ceremonies for persons deemed 'Immediate Family' under this provision.

### 15.11 Leave Without Pay

- 15.11.1 Periods of leave without pay, shall be taken at a time mutually convenient to Council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- 15.11.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.
- 15.11.3 All applications for leave without pay will be assessed on their individual merits, on a case by case basis, taking into account:
  - 15.11.3.1 whether the operations of the work area will be adversely affected by the employee's absence eg. loss of irreplaceable skills, cost of recruitment and training of replacement staff where applicable;
  - 15.11.3.2 to what extent these disadvantages will be offset by the advantages to the employee (eg. the compassionate nature of the request) or advantages to the work area (eg. leave without pay for professional purposes);
  - 15.11.3.3 whether the employee is a key member of an important current project;
  - 15.11.3.4 whether the total numbers of employees absent on leave without pay, annual or long service leave will cause a diminution in the standard of service provided by the area;
  - 15.11.3.5 the likelihood of the employee returning to Council after taking leave without pay; and
  - 15.11.3.6 whether the employee would be required to leave the organisation if the leave is not granted
- 15.11.4 The length of leave without pay granted will vary according to the needs of the work area and of the employee's personal circumstances but would not extend beyond a twelve month period.
- 15.11.5 Leave without pay must not be taken if the employee is intending to work for another organisation. In this instance, a career break must be applied for as per clause 15.18 of this Agreement.

### 15.12 Natural Disaster Leave

- 15.12.1 An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control.

### 15.13 Emergency Services Leave

- 15.13.1 It is Council policy to recognise and support the vital contribution that permanent employees who are members of Local Emergency Services organisations and to ensure they are not disadvantaged.
- 15.13.2 Council provides leave to active members for the purposes of providing volunteer support during periods of declared natural disasters and/or events declared under Section 44 of the Rural Fires Act within the Port Stephens area.

- 15.13.3 Any employee seeking leave in accordance with this policy will submit a leave application form to their manager/supervisor. All applications must have supporting documentation, which shows they are required to fulfil service commitments.
- 15.13.4 Approval for such leave will be at the discretion of the General Manager or by delegated authority. Approval can be withheld if the employee's absence will cause exceptional inconvenience or jeopardise the safety of other employees or members of the public.
- 15.13.5 The employee should advise the employer of his/her membership of any emergency services organisations, preferably at the time of employment. The employee should wherever possible seek approval to take leave before commencing leave. If proof of attendance at an emergency can be obtained, the employee should provide it to the employer.
- 15.13.6 The period of leave which is allowable will be at the employer's discretion and will vary according to the circumstances of each case. In the case of a declared emergency, it should not continue past the date the declaration is revoked.
- 15.13.7 Employees required to take emergency services leave will be paid at the ordinary rate of pay. If an employee receives any payment from the emergency services authority, this amount is to be deducted from their usual wages and salary.
- 15.13.8 Employees required to assist in the fighting of fires or other activities deemed dangerous to their health may be required to provide Council with a medical certificate advising they are fit to resume duties prior to them returning to work.
- 15.13.9 An employee's contract of service will continue uninterrupted during the leave period.
- 15.13.10 Emergency services leave cannot be taken during a period of annual or long service leave or rostered days off.
- 15.13.11 Council may elect to temporarily replace the employee for the period of leave, but the employee is entitled to his/her job back upon return from leave.

#### **15.14 Defence Force Reserve Leave**

- 15.14.1 Council resolved to participate in the scheme of the active support of the Reserves of the Defence Force of Australia.
- 15.14.2 This organisation encourages enlistment in the Defence Force Reserves. Council recognises that Reserve service is of national importance, is an economical method of providing Defence Forces in peacetime and can be a valuable addition to employee development within the organisation.
- 15.14.3 Unpaid leave not exceeding two weeks in any one year will be granted to employees who are members of the Defence Force Reserves for the purpose of undergoing training in camp or equivalent continuous duty. This leave will normally be in addition to annual holiday leave.
- 15.14.4 Special consideration will be given to an employee requiring leave for Reserve military training purpose in excess of 10 working days in any one year.
- 15.14.5 Except in unusual circumstance military leave granted under this policy will be treated as unbroken service when calculating annual leave, long service leave and sick leave or any other entitlements.
- 15.14.6 Employees occupying residences will pay normal rental during their absence.

#### **15.15 Grandparent's Leave**

- 15.15.1 An employee with at least 12 month's service may apply for unpaid leave of up to 1 year to assist with the care of grandchildren.
- 15.15.2 Leave may be taken in minimum periods of 1 month, up to a maximum of 12 months during the term of employment with Council.
- 15.15.3 For the purposes of this clause, a grandchild includes blood relatives and step grandchildren.
- 15.15.4 Applications for Grandparent's Leave should be made at least 4 weeks prior to taking the leave. Leave will be approved at Council's discretion taking into account operational requirements; however, Council will not unreasonably withhold access to such leave.

## **15.16 Additional Annual Leave**

- 15.16.1 An employee and Council may negotiate an additional annual leave arrangement.
- 15.16.2 Purchased leave is a separate arrangement whereby the employee will receive four (4) weeks annual leave and up to an additional 52 weeks leave with pay.
- 15.16.3 Extended annual leave is subject to the following requirements and conditions:
- 15.16.3.1 The extended leave arrangement can only be introduced at the employee's initiative;
  - 15.16.3.2 The employee must use all his/her paid additional annual leave entitlements during the period of the arrangement;
  - 15.16.3.3 The manner and periods in which the leave may be taken are as follows:-
    - (1) 2 additional weeks per annum through reservation of 3.85% of base salary; or
    - (2) 4 additional weeks per annum through reservation of 7.69% of the base salary; or
    - (3) 12 additional weeks per annum through reservation of 23.1% of the base salary; or
    - (4) 26 additional weeks leave through reservation of 20% of base salary over 2 years; or
    - (5) 52 additional weeks leave through reservation of 20% of base salary over 4 years.
- 15.16.4 The employee's salary will be annualised and paid over the 52 weeks of the agreement.
- 15.16.5 Any additional hours worked by the employee on a purchased leave arrangement shall be compensated in accordance with the overtime and time in lieu provisions determined in this agreement. Where additional hours are paid at penalty or overtime rate, the payment shall be calculated using the employee's ordinary hourly rate and not the annualised hourly rate.
- 15.16.6 All leave reserved under this clause must be taken in full at the end of the reservation period.
- 15.16.7 An employee working under this arrangement may revert to standard employment conditions at the end of the reservation period selected in sub-clause 15.16.3.3 above.
- 15.16.8 Purchased leave arrangements do not apply to casual or temporary employees.
- 15.16.9 Any leave undertaken at the time of termination of employment will be paid at the annualised rate of pay.
- 15.16.10 All agreements for additional annual leave must be in writing and signed by the Council and the employee.

## **15.17 Community Volunteer Leave**

- 15.17.1 In recognition of the Port Stephens Local Government Area's diverse needs for volunteers to support schools, communities, citizens and non-profit organisations, and recognizing the commitment of Council employees to engage in volunteer service, Community Volunteer Leave of up to 2 days per annum may be granted to all employees.
- 15.17.2 Leave not taken is forfeited; it shall not be carried into the next calendar year.
- 15.17.3 Employees shall not be paid for any untaken Community Volunteer Leave on termination of employment.
- 15.17.4 Community Volunteer Leave does not apply to casual or temporary employees.
- 15.17.5 Volunteer activities should preferably take place within the Port Stephens Local Government Area, however, consideration will be given for approval for leave of this type for volunteering activities outside of the Port Stephens Local Government Area.
- 15.17.6 Approval of leave will be subject to consideration of operational requirements of the employee.

## **15.18 Career Break Leave**

- 15.18.1 A career break is an extended period of unpaid leave. An employee may be eligible to take a career break for reasons that are not covered by the usual leave entitlements. For example:
- (1) Extension of skills that may be used within Council, or personal development;
  - (2) Family responsibilities e.g. dependent care, elder care
  - (3) Significant social or community responsibilities e.g. volunteer work for a community organisation;
  - (4) Extended travel opportunities;
  - (5) Completing study; or
  - (6) Work experience in an organisation that is not a direct competitor of Council
- 15.18.2 An employee will be eligible for a career break when:

- 15.18.2.1 He or she has completed two years of continuous service prior to commencing the career break;
- 15.18.2.2 All outstanding leave and accrued long service leave has been taken;
- 15.18.2.3 He or she has applied to their section manager and Organisation Development, providing a summary of the benefits to be gained from the career break by both the Council and the employee, and the leave has been approved by both the Section Manger and Organisation Development.

15.18.3 Approval of a career break remains at the section manager and Organisation Development discretion, taking into consideration the employee's performance, immediate business needs and the benefits for the Council and the employee.

15.18.4 Any application for career break leave must be submitted at a minimum three months prior to the date on which the employee wishes to commence the career break.

15.18.5 At the conclusion of the approved career break the employee will be entitled to return to their previous position. Where the position no longer exists, the employee may be eligible for redeployment or redundancy in accordance with the terms of clause 29 of this Agreement.

15.18.6 A career break is not considered a break in continuity of service. However, long service leave, annual leave, superannuation, sick leave and other leave entitlements do not accrue during the career break. Employees may make their own contributions to their superannuation fund during the period of the career break. Any coverage of the superannuation death and impairment benefits would be as per individual policy conditions.

15.18.7 The length of a career break may vary from six (6) weeks to twelve (12) months. When taken in conjunction with parental leave, the total unpaid leave may be up to 24 months.

#### **15.19 Secondment**

15.19.1 An employee may be offered an opportunity to work in another organisation on a secondment for a period of time.

15.19.2 All secondment requests must be made through the section and group manager to the Executive Leadership Team.

15.19.3 Prior to a secondment being approved, Council will consider whether it can approve the secondment based on operational requirements, however, it will not unreasonably withhold agreement for a secondment opportunity.

15.19.4 Secondments, if approved by Executive Leadership Team, will only proceed if a formal secondment agreement has been signed by Council and the other organisation. The secondment agreement will set out the terms of the secondment.

### **16. FLEXIBILITY FOR WORK AND FAMILY RESPONSIBILITIES**

16.1 Council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. Council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.

16.2 Flexible work and leave arrangements include but are not limited to:

- 16.2.1 make up time;
- 16.2.2 flexitime;
- 16.2.3 time in lieu;
- 16.2.4 leave without pay;
- 16.2.5 annual leave;
- 16.2.6 part-time work;
- 16.2.7 job share arrangements;
- 16.2.8 variations to ordinary hours and rosters;
- 16.2.9 purchased additional annual leave arrangements;
- 16.2.10 arrangements to accommodate breastfeeding women; and
- 16.2.11 working from home arrangements

16.3 The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

#### **16.4 Flexible Working Hours**

16.4.1 Council is supportive of flexible working hours systems which provide employees with the ability to accrue time off for additional hours worked and to choose flexible start and finish times to suit the demands of their family responsibilities.

- 16.4.2 Various methods are available, the most common being Flexitime and Rostered Day Off systems.
- 16.4.3 An individual section or team within Council may choose the flexible working hours system which suits their service level requirements and implement that system within their individual area.
- 16.4.4 Flexible working hours systems only apply to permanent employees.
- 16.4.5 Flexitime
- 16.4.5.1 Flexible working hours is a system whereby employees may set their own arrival and departure times on a day to day basis subject to the agreement of their supervisor and compliance with the rules and conditions set out in this Agreement.
- 16.4.5.2 Bandwidth is the span of hours available each day for work and extends from 7am to 7pm Monday to Friday. For positions that have authorised attendance requirements outside of this span eg. after hours meetings which conclude between 7pm and 11pm, the bandwidth on these days may be altered however ordinary hours worked must not exceed 11 hours in any one day.
- 16.4.5.3 Flexitime is the flexible part of bandwidth when an employee in consultation with their supervisor decides times to be worked.
- 16.4.5.4 Credit hours are those hours worked in excess of 7 hours per working day for 35 hour a week positions and 7.6 hours for 38 hour a week positions.
- 16.4.5.5 Debit hours are those hours that are not worked that form part of a seven hour day for 35 hour a week positions and 7.6 hour day for 38 hour a week positions.
- 16.4.5.6 Standard hours are the Council's normal hours of business, being 8.30am to 5pm.
- 16.4.5.7 Conditions Relating to Hours Worked
- (1) Subject to these procedures an employee may select on a day to day basis their own starting and finishing times.
  - (2) The needs of the job and completion of work are the most important considerations and the opportunities offered to employees by flexible working hours may only be used providing they fit in with the work situation at any given time.
  - (3) Employees must co-operate with their supervisors in planning daily arrival and departure times and flexidays so that sections are always adequately staffed during the Council's hours of business of 8.30am to 5pm.
  - (4) By Friday of each week employees are requested to complete the following week's timetable and liaise with their supervisor regarding proposed flexitime arrangements. The key objective is to work within a maximum debit or credit not exceeding the employee's normal ordinary hours or work per week.
  - (5) Where staff members have similar desires and are unable to agree, the timetable will be drawn up by the supervisor on the most equitable basis for all.
  - (6) Employees are not permitted to start work early or finish late merely to build up time. Where there is no work available outside the standard hours employees will be directed by their supervisor to work standard office hours.
- 16.4.5.8 Working outside Bandwidth
- (1) Employees are able to work between 6pm and 7pm at their own discretion and will not attract a shift allowance for the hour from 6pm to 7pm.
  - (2) Employees who are requested to work between 6pm and 7pm by their supervisor, will attract the appropriate shift penalty as per this Agreement.
  - (3) Employees are required to work a minimum period of three hours per day and a maximum of 11 hours in any one day exclusive of unpaid meal breaks. These periods may be varied under special circumstances and with approval of the group manager. However the variation must not provide for a working day in excess of 11 hours in any one day exclusive of unpaid meal breaks.

16.4.5.9 Employees are entitled to a one hour lunch period but may reduce the period to a minimum of 30 minutes or extend the period over one hour. An unpaid meal break of at least 30 minutes should be taken within the first five hours of continuous work. If unforeseen circumstances arise the meal break may be delayed but must be taken as soon as practicable, subject to the observance of appropriate work health and safety standards.

16.4.5.10 Employees may accumulate credit or debit hours to a maximum of their normal ordinary hours of work per week. Prior planning must occur in order to manage working hours to avoid wherever possible the situation where an employee is required to work in excess of the credit limit. However, if hours in excess of the credit limit are necessary, prior to additional hours being worked, agreement must be made between the supervisor and the employee with authorisation from the section manager with respect to these hours being considered as overtime and therefore overtime rates applying or the employee choosing to be granted leave in lieu equivalent to additional hours worked.

16.4.5.11 Where an employee has a debit balance in excess of their normal ordinary hours of work per week, deductions will be made from annual leave or leave without pay. Employees will be required to submit a leave form to cover the reduction in annual leave or leave without pay transaction.

#### 16.4.5.12 Overtime/Leave In Lieu

- (1) All overtime/leave in lieu must be authorised by the section manager. A monthly report of overtime and leave in lieu will be provided to group managers for their information. Time worked will be regarded as overtime if it is worked outside Monday to Friday, that is, Saturday, Sunday or a public holiday.
- (2) Overtime/leave in lieu may also be paid when a person is specifically directed to work provided they have completed the number of hours worked normally required for a day under non flexible working hours arrangements (ie. the employee's normal daily hours of work).
- (3) All overtime/leave in lieu claim forms are to be submitted at the conclusion of the pay week during which the hours are worked in order to assist with accurate recording of overtime hours. Should leave in lieu not be taken during the course of the employee's term of employment, leave in lieu shall be paid at the applicable overtime rates.
- (4) When taking a period of leave, employees will be required to take leave in lieu accruals prior to accessing annual leave or long service leave.

#### 16.4.5.13 Flexidays

- (1) Employees may take more than one flexiday per month subject to the approval of their supervisor, providing that no more than fifteen flexidays are taken per calendar year.
- (2) Credit flexitime can be taken in conjunction with a period of leave but must be taken in full day increments in this circumstance.

#### 16.4.5.14 Recording of time

- (1) Employees are required to 'sign on' by registering start time on section flex sheets when commencing work and 'sign off' by registering finish time when ceasing work. Employees must not 'sign on' on their way past the flex sheet if they are in fact not ready to commence work.
- (2) Employees are required to record the duration of their lunchbreak if it is less than standard one hour.
- (3) Employees must register their own time daily.
- (4) Disciplinary procedures of this Agreement will be applied to any case of deliberate falsification of flexitime records.
- (5) Employees attending conferences, seminars, training sessions, for a whole day will be considered as working standard hours for that day. If required hours of course attendance are in excess of a 'normal day' the employee should declare this on training attendance documentation and discuss claim of flexitime/leave in lieu at time of attendance being authorised.

#### 16.4.5.15 Manual Recording

- (1) Employees who are unable to 'sign on' and 'sign off' for reasons such as commencement or completion in the field, should make a written record of their times and submit these to their flex record keeper as soon as is practicable.

16.4.5.16 Any credit time outstanding at the time of an employee submitting their resignation or at time of termination should be taken over the course of the termination notification period wherever possible. If this is not feasible it will be paid out at the appropriate rate.

16.4.5.17 Debit time which is outstanding at the time of an employee's resignation will be deducted from his or her final pay.

16.4.5.18 Role of Supervisor

(1) Flexible working hours systems are designed to operate with a minimum amount of supervisory attention. However, the responsibility of the supervisor for the efficient operation of the section is of prime importance and the supervisor will co-ordinate arrangements to ensure the section is adequately staffed between 8.30am and 5pm.

(2) Supervisors are required to check and verify individuals adjustments and the totals entered each week.

16.4.5.19 Breaches of the System

(1) Breaches of the system will be managed through the Grievance and/or Disciplinary Procedures of this Agreement.

16.4.6 Rostered Day Off System

16.4.6.1 Rostered Day Off in a 4 Week Cycle – 38 Hour Per Week Employees

(1) Employees shall work to a roster drawn up in each workplace providing for 19 days each of eight hours over a continuous four week period.

(2) Each employee shall take a rostered day off in accordance with the roster.

(3) Rostered days off may be accumulated to a maximum of five days over six months. The employer may direct the employee to take accumulated rostered days off or may make payment in lieu of the time off should rostered days not be taken within a 12 month period.

(4) In those arrangements where rostered days off are not accumulated an employer may, due to operational requirements, require an employee not to take a rostered day off during the period it accrues. In this event, a replacement rostered day off shall be taken on the following basis:

- If an accrued rostered day off falls on a public holiday the next working day will be substituted, or another day by agreement.
- Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.
- Where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off. Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement 48 hours notice of such alteration shall be given to the employee.
- If for operational reasons an employee is required to work on their scheduled rostered day off, then the employee will be paid at their ordinary rate of pay for the time that is worked on the day and remain entitled to a RDO at a later date..

(5) Calculation of Payment: Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen day period where an employee works 152 hours within a work cycle not exceeding 28 consecutive days at 24 minutes per day.

(6) Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, such employer may require employees to take a rostered day or days off to coincide with the day or days that the operations are closed. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph; provided however that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being

required to be taken on a Tuesday, Wednesday or Thursday, then such employee shall be rostered to take a Friday or Monday day off on the earliest practicable opportunity upon the normal roster being resumed.

- (7) Under this roster system, leave in lieu accrual is captured on the approved Library Services sign in sheet, as amended from time to time.

#### 16.4.7 Hours of Work Flexibility Agreements

- 16.4.7.1 More than one of the methods of implementation of flexible working hours referred to in this clause may be simultaneously implemented for different groups of workers in Council provided that agreement shall be reached between Council with the majority of employees so affected.
- 16.4.7.2 Consultation with the Organisation Development Section of Council must take place prior to the implementation of any other flexible working hours system, however, agreement will not be unreasonably withheld providing operational requirements are met.
- 16.4.7.3 An employee shall be entitled to overtime in accordance with Clause 13 of this Agreement where the employee is directed to work additional hours that are in excess of the hours of work reasonably contemplated by the employer and the employee at the time the Hours of Work Flexibility Agreement was made. The hours of work reasonably contemplated by the employer and the employee shall be determined having regard to the quantum of the allowance paid.
- 16.4.7.4 Where Council and an engineering professional employee who satisfies the eligibility criteria for payment of the civil liability allowance at subclause 7.7.13 of this Agreement agree to an Hours of Work Flexibility Agreement, the employee shall continue to be paid the civil liability allowance in addition to any allowance that is payable under the Hours of Work Flexibility Agreement.
- 16.4.7.5 An Hours of Work Flexibility Agreement is subject to the following conditions:
- 16.4.7.5.1 Council and the individual employee must have genuinely made the agreement without coercion or duress.
- 16.4.7.5.2 The agreement between Council and the individual employee must:
- (1) be in writing;
  - (2) name the parties to the agreement and be signed by the employer and the individual employee;
  - (3) result in the employee being better off overall in comparison to the Agreement at the time the agreement is made than the employee would have been if no Hours of Work Flexibility Agreement had been agreed to;
  - (4) state the date the agreement commences to operate.
- 16.4.7.5.3 The employee shall work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under their contract of employment, provided that the employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable. For the purposes of this subclause, what is unreasonable or otherwise will be determined having regard to:
- (1) any risk to the employee;
  - (2) the employee's personal circumstances including any family and carer responsibilities;
  - (3) the needs of the workplace;
  - (4) the notice, if any, given by the employer of the requirement for the employee to work additional hours and by the employee of their intention to refuse it; and
  - (5) any other matter.
- 16.4.7.6 Council may require the employee to attend work for the employer during core business hours and to attend meetings of the council/employer and standing and/or special committee meetings, provided that such requirement does not result in the employee working hours which are unreasonable.
- 16.4.7.7 Council must give the individual employee a copy of the agreement and keep the original signed agreement as a time and wages record.
- 16.4.7.8 If Council seeks to enter into an agreement under this clause must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

- 16.4.7.9 An Hours of Work Flexibility Agreement may be terminated:
- 16.4.7.9.1 by Council or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - 16.4.7.9.2 at any time, by written agreement between Council and the individual employee.

16.4.8 Flexible Working Hours – Library Roster System

16.4.8.1 Full-time Employees

- (1) Full-time employees are entitled to one Time in Lieu day per three week roster period, subject to operational and roster requirements.
- (2) A Time in Lieu day will fall on a set day each roster period (eg. – Monday of week 1, or Friday of week 2).
- (3) Time in Lieu days should not be accumulative, or carried forward into the next roster period. If circumstances prevent an employee member from taking a time in lieu day off within the roster period, it should be taken as soon as practicable in the next roster period, subject to approval by the supervisor.

16.4.8.2 Part-time Employees

- (1) Part-time employees may take Saturday Time in Lieu, as prescribed in Clause 10.5 of this Agreement, within the three (3) week roster period. Time in lieu taken by part-time employees is subject to operational and roster requirements and must be approved by the Supervisor.

16.4.9 Transition to Retirement

- (1) Transition to retirement is the phasing into retirement beyond an employee's expected retirement date, by a graduated reduction in working hours, working days or workload. This could include part-time or job sharing working arrangements, purchased leave arrangements to provide more regular or longer periods of leave breaks, changing jobs, or stepping down from a managerial or supervisory role. An employee's 'expected retirement date' is the date that the employee would have retired if they had not entered into a transition to retirement arrangement. The employee's 'eventual retirement date' is the date that the employee agrees to retire as part of a transition to retirement arrangement.
- (2) Council provides access to transition arrangements through its Transition to Retirement management directive as amended from time to time.

**17. JOB SHARE EMPLOYMENT**

- 17.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 17.2 Job sharing shall be entered into by agreement between the Council and the employees concerned.
- 17.3 Such agreement shall be referred to the Consultative Committee for information.
- 17.4 Council and the job sharers shall agree on the allocation of work between job sharers.
- 17.5 The ordinary hours of work of the position shall be fixed in accordance with clause 9, Hours of Work of this Agreement.
- 17.6 The job sharers in conjunction with Council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- 17.7 In the absence of a job sharer the remaining job sharer(s) may be required by Council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
- 17.7.1 In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 17.8 A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in clause 9, Hours of Work of this Agreement the provisions of clause 10, Overtime, shall apply.
- 17.9 Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- 17.10 Job sharers shall have access to all provisions of this Agreement including training and development.
- 17.11 Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.

- 17.12 An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 17.13 A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- 17.14 In the event of a job sharer vacating the position Council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- 17.15 The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by Council.
- 17.16 A job sharing arrangement will initially be for a fixed term of six months and will be entered into by agreement between the Council and the employees concerned. The job share arrangement will be trialled for a period not exceeding six months. At the conclusion of the six month trial period, Council will confirm if the job share arrangement can continue and, if so, the period for which it will continue.
- 17.17 Filling of the remaining job sharer will be by external and internal advertising. The successful applicant will be offered a temporary contract of employment not exceeding six months. Should the position continue after the six month trial period, the temporary position will be advertised in accordance with Council's Recruitment and Selection management directive, which may be reviewed from time to time.
- 17.18 In the event of either job sharer vacating the position prior to the six month period, Council shall review the position and shall decide whether to terminate the job share arrangement or to advertise the vacancy for the duration of the six month period. Should Council decide to terminate the job share, the permanent employee will resume full-time employment under their original contract of employment.
- 17.19 Where two permanent full-time employees make a request to job share one position, the remaining position will be filled on a temporary basis until the end of the six month period. At that time Council will make a decision will be made to either continue with the job share arrangement or to return the position to full-time.

## **18. LABOUR HIRE**

- 18.1 An employee of a labour hire business shall not replace an employee of the employer on a permanent basis.
- 18.2 This clause does not apply to the employment of apprentices and/or trainees by a group training business.
- 18.3 For the purpose of this clause:
  - 18.3.1 "labour hire business" is a bona fide labour hire business (whether an organisation, business enterprise, company, partnership, cooperative, sole trader, family trust or unit trust, corporation and/or person) which supplies staff employed or engaged by it to the employer on an on-hire basis for the purpose of such staff performing work or services for that employer. Provided that a business is not a labour hire business if:
    - (1) the staff of that business are not performing the specific duties of a position(s) covered by the employer's organisation structure;
    - (2) the business is providing professional business services which cannot reasonably be fulfilled by the employer's employees, for a specified period of time or for a specific task (for example, legal, financial or accounting services);
    - (3) the business is a bona fide contractor providing both equipment and employees to the employer; or
    - (4) the business is another entity covered by this Agreement.
  - 18.3.2 a "group training business" is a bona fide group training business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply apprentices and/or trainees to the employer for the purpose of such staff performing work or services as an apprentice or trainee for that employer.
- 18.4 Notwithstanding the provisions of subclause 18.1, the employer and the relevant union may agree in writing that the employer may replace an employee of the employer on a permanent basis with the employee of a labour hire business.

## **19. JUNIOR AND TRAINEE EMPLOYMENT**

### **19.1 General**

- 19.1.1 Council is committed to providing training to enhance skills levels and future employment prospects of apprentices and trainees, as a benefit to the community.
- 19.1.2 Apprenticeships and traineeships are jobs that combine work and structured training. Apprenticeships generally last four years and cover traditional trade areas. Traineeships are generally for a twelve month period and cover

non-trade areas. Part-time traineeships are also available and can also be arranged for students who are still at school. Traineeships of between 6 – 7 years can also be structured for professional/specialist positions such as environmental health, building, town planning and civil engineering.

- 19.1.3 Prior to filling a vacancy, managers are to assess the potential for filling the position with an apprentice or trainee (the employment requisition form is to include this requirement).
- 19.1.4 Apprenticeships and traineeships are regarded as fixed-term positions. Apprentices and trainees will remain employed while they complete their qualifications providing that their progress at work and in their studies is satisfactory.
- 19.1.5 Apprentices and trainees who have completed their period of indenture or traineeship will not automatically be given a new position to match their new qualifications. Continuing employment is dependent on the availability of suitable vacant positions and appointing to those positions in accordance with the Local Government Act 1993 (NSW).
- 19.1.6 The Human Resource Unit is responsible to ensure that establishment numbers designated as apprentices or trainees are not converted into fully trained positions without reference to Council.
- 19.1.7 Funding of apprenticeship and trainee positions will be considered in the preparation and review of Council budget and the filling of such positions is dependent on adequate funding being available for the fixed term of the pending appointment.
- 19.1.8 The rates of pay for Junior and Trainee employees shall be as per the rates provided by the Local Government (State) Award 2014. The rates specified in the rates of pay table in this Award are actual not minimum rates.
- 19.1.9 Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.
- 19.1.10 Apprentices and trainees (excluding existing worker trainees) are entitled to receive a travel allowance as prescribed by 7.7.9 of the Agreement where the apprentice or trainee cannot reasonably travel to and from the training facility on public transport. The Learning and Development Coordinator should be consulted if a Supervisor is unsure whether or not the allowance applies.

## **19.2 Junior Employment**

- 19.2.1 The rates of pay as provided in band 1/level 1 are payable to juniors (15-18 years old).
- 19.2.2 A junior employee shall be appointed to band 1/level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- 19.2.3 Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

## **19.3 Trainee Employment and Apprenticeships**

At Council we value and support effective learning and development which includes employing a range of Apprentices, Trainees and Cadets. These employees generally possess entry level skills and are employed to work at Council whilst gaining a range of on and off the job training and experience during their contract of employment.

- 19.3.1 Council's Apprentice, Trainee and Cadet Strategy supports the management of these employees to ensure that the experience is both of value to the organisation and the employee. This means that Council will ensure that all Apprentice, Trainee and Cadet development will be encouraged from engagement through to completing their contract and either exiting the organisation or transitioning into a permanent position within Council.
- 19.3.2 The rate of pay as provided for in band 1/level 1 are payable to employees undertaking entry level training.
- 19.3.3 An employee shall be appointed to band 1/level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- 19.3.4 Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- 19.3.5 Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.
- 19.3.6 In addition to the vocational training direction, the Council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
  - 19.3.6.1 the term of the apprenticeship;

19.3.6.2 the course of studies to be undertaken by the apprentice; and

19.3.6.3 the course of on the job training to be undertaken by the apprentice.

#### **19.4 School Based Apprentices**

19.4.1 The object of this clause is to assist persons who are undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the Apprenticeship and Traineeship Act 2001 (NSW).

19.4.2 The hourly rates for school based apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full-time apprentices as set out in Band 1 / Level 1 by 38 or 35 in accordance with Clause 9, Hours of Work.

19.4.3 For the purpose of sub-clause 19.4.2, where a school based apprentice is a full-time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

19.4.4 School based apprentices progress through the rates of pay set out in band 1/level 1 subject to successful completion of appropriate training modules and satisfactory service.

19.4.5 Except as provided by this Agreement, school based apprentices are entitled to pro rata entitlements of all other conditions of employment.

#### **19.5 Government Funded Traineeships**

19.5.1 The objective of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.

19.5.2 The system is neither designed nor intended for those who are already trained and job ready.

19.5.3 Nothing in this sub-clause shall be taken to replace the prescription of training requirements for all other employees bound by this Agreement.

19.5.4 Except as in hereinafter provided, all other terms and conditions of this Agreement shall apply.

19.5.5 This sub-clause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the Council shall be bound by a training agreement made in accordance with this Agreement and shall not operate unless this condition is met.

19.5.6 A traineeship shall not commence until the relevant traineeship agreement has been registered with the relevant State training authority.

19.5.7 Council shall ensure that the trainee is permitted to attend the training course or program provided for in the traineeship agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the traineeship agreement.

19.5.8 Council shall provide a level of supervision in accordance with the traineeship agreement during the traineeship period.

19.5.9 Training shall be directed at:

19.5.9.1 the achievement of key competencies required for successful participation in the workplace; and/or

19.5.9.2 the achievement of competencies required for successful participation in an industry.

19.5.10 Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed traineeship scheme and the traineeship has occurred a traineeship scheme shall not be given approval. An application for approval of a traineeship scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.

19.5.11 18.5 of this clause does not apply to apprentices.

19.5.12 Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any Council bound by this Agreement, except in relation to ATS or CST trainees who commenced a traineeship with the Council before the Council was bound by this Agreement.

- 19.5.13 Trainees shall not displace existing employees from employment.
- 19.5.14 Trainees shall only be engaged in addition to existing staff positions and employment levels.
- 19.5.15 The provisions of sub-clause 19.5.14 above do not apply to the engagement of Indigenous trainees.
- 19.5.16 A trainee shall be engaged on a full-time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant state training authority, the relevant Council and the trainee may vary the duration of the traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant traineeship scheme. This clause shall not restrict a Council's ability to engage a trainee under a school-based traineeship.
- 19.5.17 Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant state training authority as appropriate.
- 19.5.18 Where the Council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- 19.5.19 A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the Council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- 19.5.20 The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the traineeship agreement.
- 19.5.21 Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the Council for the purposes of this Agreement or any other legislative entitlements.
- 19.5.22 Wages
  - 19.5.22.1 The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of the Local Government (State) Award 2014.
  - 19.5.22.2 The trainee wage rates contained in this Agreement are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

## **19.6 Work Experience**

- 19.6.1 Council is committed to assisting community-based work experience programs. Council will not use work experience participants for routine, or similar activities as a substitute for paid employment.
- 19.6.2 Insurance For Work-Related Injury And Illness
  - 19.6.2.1 It is Council's responsibility to ensure that work experience participants are adequately insured against workplace injury and illness. Insurance should include cover against workplace injury and illness. Normally the placement agency carries insurance for work experience participants and Council should ensure that the agreement is signed and a copy of the agency's certificate of currency for public liability insurance for a minimum of \$10 million and noting Council's interest should be sighted prior to any work experience commencing.
  - 19.6.2.2 However, where a placement agency is not involved, work experience participants should sign a similar agreement and will be covered under Council's personal accident policy.
- 19.6.3 Duties Of Work Experience Participants
  - 19.6.3.1 Work experience participants should not be regarded as substitutes for paid employees, nor should they be used to replace staff who are absent. So that work experience is valuable and measurable, it is recommended that participants are assigned to projects that cannot be accomplished with normal staffing levels. It is helpful for Council and the work experience participant to draw up a plan of activities and agree upon it before the placement begins.
  - 19.6.3.2 This is relevant to university students who may apply for work experience for periods of up to three months. Desired outcomes, outlined by the university, should be provided for the student to achieve while on work experience. Alternatively, a student may apply for work experience for a number of months to complete a research project and request use of Council resources.
- 19.6.4 Financial Obligations
  - 19.6.4.1 Council is under no obligation to pay work experience participants for their services. Council is obliged to reimburse out-of-pocket expenses in the same way as it would for paid employees.

#### 19.6.5 Working Conditions

19.6.5.1 Working conditions for work experience participants should be the same as for paid employees. However, some variations, which facilitate their work experience program, such as time off for training and meetings or interviews with the placement agency, may be required from time to time.

19.6.5.2 Under no circumstances should work experience participants be used for overtime or out of hours activities.

19.6.5.3 The Organisation Development Section is to co-ordinate the placement.

## 20. LEARNING AND DEVELOPMENT

As an organisation facing huge challenges and exciting times ahead, Council employees will all need to embrace learning and flexibility in order to meet these demands and meet our stakeholder's expectations. Council's success will be reliant on its most valuable resource, a flexible and knowledgeable workforce. The requirement for learning and development is significant, to support and enable our employees at all levels to embrace change and increase their capability.

20.1 The parties to this agreement recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:

20.1.1 developing a more highly skilled and flexible workforce;

20.1.2 providing employees with opportunities through appropriate education and training to acquire additional skills; and

20.1.3 removing barriers to the utilisation of skills in accordance with Councils' learning and development plans.

20.2 All employees shall have reasonable and equitable access to education and training, such education and training shall:

20.2.1 be consistent with the Council's Talent Management Strategy;

20.2.2 enable employees to acquire the range of skills they are required to apply in their positions; and

20.2.3 enhance employees' opportunities for mobility through Council's organisation structures, through participation in Councils' learning and development plans.

### 20.3 Learning and Development Plan and Budget

20.3.1 Council shall develop a learning and development plan and budget consistent with:

- (1) the current and future skill requirements of the Council;
- (2) the size, structure and nature of the operations of the Council; and
- (3) the need to develop vocational skills relevant to Council and the Local Government industry.

20.3.2 In developing the learning and development plan, the Council shall have regard to corporate, departmental and individual training needs.

20.3.3 The Talent Management Strategy shall be designed in consultation with the Consultative Committee.

20.3.4 The learning and development plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.

20.3.5 The learning and development plan shall provide for the assessment and recognition of employee's current competencies where possible.

20.3.6 Selection of participants to receive Council required training in accordance with Council's learning and development plan is to be based on merit and the needs of the employee as identified in the employee's performance discussion.

20.3.7 If an employee is required by Council to undertake training in accordance with the Council's learning and development plan:

- 20.3.7.1 the Council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;

- 20.3.7.2 where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which Council will grant paid leave to attend such course requirements shall be specified in the learning and development plan;
- 20.3.7.3 Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
- 20.3.7.4 Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
- 20.3.7.5 reasonable travel arrangements shall be agreed;
- 20.3.7.6 employees shall be paid a maximum of one day's pay for each day of attendance at a course or conference, calculated at their normal daily rate of pay when attendance at such course is on a normal work day and does not exceed 3 hours over and above the individual staff members normal working day or 10hrs whichever is the lesser (including travel to and from the course). Where attendance and travel at the course is not on a normal work day or exceeds the stated limits, Council shall pay the employee the appropriate rate of pay for the hours in excess of these limits or provide time off in lieu; and
- 20.3.7.7 where an employee is required to complete major assignment(s) Council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- 20.3.8 Council may grant an employee undertaking a course consistent with Council's learning and development plan, although not at Council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave Council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.
- 20.3.9 Our Learning and Development management directive, which may be reviewed from time to time, sets out how Council will manage learning and development needs in a consistent and fair manner.
- 20.3.10 Union Delegate Attendance at Council Employee Induction Training

Union Delegates who are appointed as such by their Union are entitled to attend Council employee induction training for the purposes of providing information to new employees on the Union.

Employees are free to join or not to join Unions of their choice.

An arrangement to employ a member of any Union over a non-member, or a member of another Union cannot be enforced at law. Council does not give a right of preference in employment to Union members.

Both State and Federal laws state that an employer or Union cannot discriminate against or victimise someone because they are, or are not, a member of a Union. Victimisation on the basis of the following is prohibited:

- being a union official or elected representative
- engaging in or refusing to engage in industrial action
- claiming a lawful benefit or entitlement
- providing information about an employer's breach of the law
- engaging in or proposing to engage in a public or political activity (unless it interferes with the person's work)

Workers currently employed, and those applying for a job, are protected by the relevant legislation.

Council will provide Delegates with notification of the staff induction training dates and schedule a time for them to attend, if requested by the Union Delegate to do so.

Union Delegates may distribute official union documentation at the inductions for the purposes of providing information to new employees on the Union's activities.

A Union Delegate will not be provided with the opportunity to attend induction if they harass, intimidate or in any way seek to inappropriately coerce an employee to join a Union. At all times the Union Delegate must behaviour in accordance with Council's stated values of Respect, Integrity, Teamwork, Excellence and Safety.

#### 20.3.11 Continuing Compulsory Professional Development and Accreditation

Where an employee is required by Council to be accredited by an organisation or statutory authority Council shall:

- 20.3.11.1 pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees; and
- 20.3.11.2 grant paid leave to attend course requirements in accordance with sub-clause 20.3.7.
- 20.3.11.3 Council will reimburse to an employee the reasonable cost of the fee payable by the employee for membership of a professional organisation provided:
  - 20.3.11.3.1 The membership is directly relevant to the qualifications held by the employee and skills required to be used in the position held by the employee as determined by the position description.
  - 20.3.11.3.2 The fee is required to be paid by the employee no less than annually;
  - 20.3.11.3.3 Subclause 20.3.11.1 shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.
  - 20.3.11.3.4 The employee provides proof of payment of the fee to Council within two months of making the payment

## **20.4 Career Development**

Career development is the ongoing process of managing your life, learning and work. It involves developing the skills and knowledge that enable you to plan and make informed decisions about your education, training and career choices.

Council needs staff with many different talents and contributions to cover the diversity of our organisation. We need to have the right people in the right positions with the right skills sets to contribute to our overall performance. Given our limited funding, we need to ensure that we are developing the right sort of talent for the roles and positions that will really make a difference in the future.

Council provides an environment where staff can take responsibility for their own career management and develop those needed skills as appropriate.

The traditional view that an organisation will manage employees' careers for them, that people join an organisation for life and the organisation will take care of them, is no longer valid.

The message today is clear: career development is employee owned, manager facilitated and organisation supported.

Employees need to take responsibility for their own career and career development. The manager needs to be supportive and needs to provide coaching in terms of identifying the right gap and development activities that will enable better performance and a higher level of growth and career aspiration. The organisation is responsible for creating an environment where learning and continuous learning is valued.

In order to assist staff with their career development, Council provides staff with access to a career development advisor who can assist staff with career planning.

We have also mapped clear career paths which cover all of Council's functions. Council's Job Families by Job Roles table describes the types of roles available within Council, the educational levels generally required for each level and their relationship with our salary system. This table is an indicative chart that initiates discussion about career paths and lifelong learning for employees which doesn't just limit itself to job families and is published on Council's intranet.

## **21. PERFORMANCE EVALUATION AND REWARD**

### **21.1 Enterprise**

- 21.1.1 It is the intention of the parties to create a flexible Agreement in which Councils can increase the overall efficiency and effectiveness of local government services.
- 21.1.2 Council develops enterprise key performance indicators which are specific to local needs which measure:
  - 21.1.2.1 the manner and process by which services are provided;
  - 21.1.2.2 both qualitative and quantitative aspects of service provision eg. community satisfaction, timeliness, service quality, output and cost data; and
  - 21.1.2.3 those indicators identified in the publication 'Comparative Information on New South Wales Local Government Councils' issued by the New South Wales Department of Local Government.

- 21.1.3 Council shall discuss enterprise key performance indicators relating to human resources activities and/or job redesign with the Consultative Committee.
- 21.1.4 Employee(s) or the Council may seek assistance from the appropriate union or association in developing and implementing enterprise key performance indicators.

## 21.2 Individual / Team

### 21.2.1 Performance Feedback – Individual Work and Development Plan (IW&DP)

21.2.1.1 The performance feedback process provides a direct link between the achievement of objectives outlined in the Council plan and those of the employee, through the provision of meaningful feedback between employees and their supervisor.

21.2.1.2 The process consists of three main stages:

- (1) joint development of objectives, behaviours and agreed commitments
- (2) progress reviews to coach, give feedback and resolve problems
- (3) an annual performance feedback session

21.2.1.3 The process has been developed through a Plan, Do, Study, Act (PDSA) team using the 9 step continuous improvement process.

21.2.1.4 Objective

- (1) The objective of the system is to provide an effective user-friendly feedback system for employees.

21.2.1.5 Principles

- (1) The performance feedback process provides staff with the opportunity to:
  - actively contribute to the achievement of Council's objectives;
  - participate in setting work objectives and commitments;
  - improve communication and feedback with managers and staff;
  - clearly understand job requirements and expected behaviours;
  - identify and pursue personal learning and development opportunities; and
  - receive recognition for achievements.

21.2.1.6 Getting Started

- (1) This performance feedback process closely aligns to what you, your team/section and Council want to achieve. In addition, many aspects of the system support the factors that make jobs satisfying:

- clear direction
- supportive environment
- challenge and meaning
- clarity
- influence
- growth and recognition
- relationship with supervisor

- (2) There are three phases to the process:

1. Planning

In the planning phase you and your supervisor work together to create a performance plan that includes:

- the results, focus areas and objectives you will achieve;
- the knowledge, skills, and agreed behaviours, drawn from the competency framework, that will help you achieve these results; and
- a development plan listing activities that will help you grow in your current job or in a new one.

Your plan needs to be linked to the Council vision, values, and strategic priorities. To make that happen, your supervisor provides you with the team/section goals, Council vision, values, and strategic priorities, and their own objectives.

The discussion you and your supervisor have during this phase is called a reaching agreement discussion because that's what you do - reach agreement on a plan.

## 2. Performing

In the performing phase of the performance cycle, you do your job and work toward achieving the results you've committed to. To be effective in this phase and in your job, you need to do four things:

- Track your own performance against your plan. You will need to collect evidence over time to support your performance. You can record the evidence in your evidence register. Examples of evidence may include your Learning and Development passport, samples of work, feedback from customers etc.
- Seek and act on feedback from others.
- Get coaching and support.
- Conduct at least one interim review with your supervisor to check your progress.

## 3. Reviewing

At the end of the performance cycle, you and your supervisor meet to discuss your accomplishments and contributions and provide performance feedback. The reviewing performance discussion is a summary of the interim progress discussions you've had up to that point, including a look at new data collected since the last discussion.

You and your supervisor will compare your actual results to the results you planned. If you and your supervisor have been tracking performance and sharing data throughout the cycle, there should be no surprises in this discussion. Instead, the review is a forward-looking discussion that focuses on what was learned, what strengths can be built on, and what areas need work.

## 22. CONSULTATIVE COMMITTEE

### 22.1 Aim

The parties to the Agreement are committed to consultative and participative processes. There shall be a Consultative Committee which shall:

- 22.1.1 provide a forum for consultation between Council and its employees;
- 22.1.2 positively co-operate in workplace reform to enhance the efficiency and productivity of the Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work;
- 22.1.3 provide best practice industrial relations, considering input from sources within and outside the Council framework, achieving the best result for the Council and its employees;
- 22.1.4 foster and develop communications between all parties enabling beneficial results through innovative consultation and leadership; and
- 22.1.5 reach decisions that impact favourably on all parties where possible, to best promote the Council's business, respecting and valuing input from staff.

### 22.2 Size and Composition

22.2.1 The size and composition of the Consultative Committee shall be representative of Council's workforce and agreed to by Council, it's employees and the local representatives from the following unions: USU; DEPA and the LGEA and such agreement shall not be unreasonably withheld.

22.2.2 Membership of the Consultative Committee will comprise of 13 members representative of the workforce, being:-

22.2.2.1 Management – three representatives

- (1) the General Manager or his/her nominated representative
- (2) a section manager
- (3) the human resources manager

22.2.2.2 Unions – three Representatives

- (1) One representative from each of the Unions, being the USU, LGEA and DEPA appointed by their respective organisations.

### 22.2.2.3 Workforce – seven Representatives

- (1) One representative from each of the following groups of employees:
  - administration
  - childcare
  - holiday parks
  - libraries
  - maintenance, construction, parks and trades – Nelson Bay
  - maintenance, construction, parks and trades – Raymond Terrace
  - professional and technical

21.2.3 Workforce representatives to the Consultative Committee will be elected through preferential elections conducted across the entire workforce. If an employee representative resigns from their position on the Consultative Committee within three months of taking up the position they will be replaced by the second preferred employee representative of that particular Workforce Group. If an elected employee representative resigns after three months or there is no second candidate, a nominations and election process will be completed to replace the position left vacant.

## 22.3 Scope of Consultative Committees

22.3.1 The functions of the Consultative Committee shall include:

22.3.1.1 Agreement implementation:

- (1) in conjunction with the Workplace Agreement Committee for the first year of operation of this agreement; and
- (2) ongoing after the first year of operation of this Agreement.

22.3.1.2 Training.

22.3.1.3 Consultation with regard to organisation restructure.

22.3.1.4 Job redesign.

22.3.1.5 Salary systems.

22.3.1.6 Communication and education mechanisms.

22.3.1.7 Performance management systems.

22.3.1.8 Changes to variable working hours arrangements for new or vacant positions.

22.3.1.9 Local government reform.

22.3.1.10 Agreement renewal.

22.3.2 The Consultative Committee shall not consider matters which are being or should be processed in accordance with Agreement clause 25 Grievance and Disputes Procedures.

## 22.4 Meetings and Support Services

21.4.1 The Consultative Committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to Council should note the dissenting views.

21.4.2 The Consultative Committee shall meet at least bi-monthly, excluding the month of January each year. Additional meetings may be arranged if there is a substantial number of agenda items to be addressed.

## 22.5 Agreement Implementation Committee

22.5.1 The Agreement Implementation Committee (AIC) is established to facilitate a co-operative approach to Agreement implementation.

22.5.2 The committee shall be comprised of the representatives on the Consultative Committee and shall meet to discuss matters of Agreement Implementation.

22.5.3 The purpose of AIC is to assist Council to implement the provisions of the Agreement and/or to provide a forum for the discussion of issues that are of significance.

22.5.4 The AIC will resolve problems and disputes in relation to the interpretation of the Agreement.

- 22.5.5 It is open to employees through their workforce representatives and unions to raise issues with the committee.
- 22.5.6 A dispute may be referred to the Industrial Relations Commission of NSW in accordance with clause 25, Grievance and Dispute Procedure, of this Agreement regardless of whether the matter is eligible for discussion before AIC.

## **23. RECRUITMENT AND SELECTION**

- 23.1 The objective of our Recruitment and Selection management directive is to attract, select and retain a skilled and diverse workforce through the use of recruitment practices which facilitate the appointment of the best possible applicant for each position.
- 23.2 Council recognises that the people we employ are fundamental to achieving our mission 'To foster a network of people that focuses on achieving best value services and facilities for our community'.
- 23.3 Council's Recruitment and Selection management directive details the processes and procedures we use to ensure our objectives are met.
- 23.4 Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
- 23.4.1 request in writing the reasons as to why they were not appointed; and
- 23.4.2 upon such request Council shall provide the reasons in writing.

### **23.5 Term Contracts**

A Council may only employ a person on a term contract of employment in the following situations:

- 23.5.1 for the life of a specific task or project that has a definable work activity, or
- 23.5.2 to perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or
- 23.5.3 to perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position, or
- 23.5.4 to temporarily replace an employee that is on approved leave, secondment, workers compensation or acting in a different position or working reduced hours under a flexible work and leave arrangement, or
- 23.5.5 to undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or
- 23.5.6 to trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area, or
- 23.5.7 to perform the duties associated with a vacant position during the intervening period between when a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;
- 23.5.8 to accommodate time limitations imposed by law or sought by the employee (eg. visa restrictions).

Notwithstanding the above, all term contracts of employment entered into prior to 1 September 2011 may continue until the expiry of their fixed or maximum term.

### **23.6 Child Protection**

- 23.6.1 Employees engaged in employment that is in a primary child-related position are required to undertake several screening processes as per the requirements of the Commission for Children and Young People Act 1998 (NSW) and Child Protection (Protected Employment) Act 1998, to ascertain the employees suitability, including:
- 23.6.1.1 a national criminal record check (for child related and/or relevant sexual offences);
- 23.6.1.2 a check for relevant Apprehended Violence Orders; and
- 23.6.1.3 checks for completed relevant disciplinary proceedings involving child abuse, sexual misconduct or acts of violence in the workplace which involve children, are directed at children or take place in the presence of children.
- 23.6.2 If the existence of convictions relating to sexual activity, acts of indecency, child abuse or child pornography are uncovered during the checks, the employee will automatically be prohibited from employment in a child-related position.
- 23.6.3 Relevant criminal records, Apprehended Violence Orders and completed relevant disciplinary proceedings which involve child abuse, sexual misconduct or acts of violence in the workplace may influence the decision to offer him/her child-related employment.

- 23.6.4 Any information obtained as part of this process may be used by Australian Police Services for law enforcement purposes including the investigation of any outstanding criminal offences.
- 23.6.5 An employee in child-related employment must consent to these checks being conducted and acknowledge he/she is aware that any information obtained through these processes may be provided to current or prospective employers for employment screening purposes.

## **24. INTERNET, INTRANET AND EMAIL USAGE**

- 24.1 Council's 'Code of Conduct' must be followed when using the internet, intranet and email. This provision clarifies the use of internet, intranet and email in line with the Code and does not supersede any element of the Code.
- 24.2 The computer system, including the internet, intranet and email system, is Council property and should be used for legitimate Council business. Council business does not include advertising goods or services or the promotion of non-Council events. A separate notice board on the intranet has been established for this purpose.
- 24.3 Use of the internet, intranet or email system to harass others, send anonymous messages or access and/or distribute offensive, obscene, threatening, abusive or defamatory and images of any type will not be tolerated. Use of the computer system by an employee of this type will result in disciplinary action and may result in termination of employment.
- 24.4 Council reserves the right to monitor employee usage of the internet, intranet and email.
- 24.5 Employees will comply with the relevant Council Management Directives and Policies, which may be amended from time to time.

## **25. GRIEVANCE AND DISPUTE PROCEDURES**

- 25.1 A grievance or dispute exists when an employee alleges that he or she has been treated unfairly by Council or by another employee on workplace or work related issues. Council recognises that the resolution of problems and complaints raised between employees and supervisors can contribute significantly to improving morale and productivity within the workplace.
- 25.2 It is Council's desire to resolve problems through a conciliatory process wherever possible. Legal action should only apply when all steps in the grievance procedure have been exhausted.
- 25.3 The grievance and dispute procedure is available to employees for the presentation and settlement of grievances arising under the interpretation or application of the terms of the Agreement and Council policies as they relate to wages, hours of work and working conditions. This policy applies to all grievances and disputes not alleging discrimination, where a separate policy and procedure exists.
- 25.4 At any stage of the procedure, the employee(s) may be represented by:
- 25.4.1 their union or its local representative/delegate;
  - 25.4.2 any other employee nominated representative, including a legal representative.
- 25.5 At any stage of the procedure, Council may be represented by:
- 25.5.1 the Association;
  - 25.5.2 its legal advisor
  - 25.5.3 any other nominated representative.
- 25.6 Any union delegate involved in a grievance or dispute matter shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- 25.7 In carrying out their responsibilities to resolve the grievance or dispute, the parties have an obligation to:
- 25.7.1 establish or verify the facts
  - 25.7.2 clarify the differences between reality, perception and opinion
  - 25.7.3 maintain confidentiality, as far as possible
  - 25.7.4 initiate or recommend actions to prevent the grievance recurring.
- 25.8 Stages Of The Grievance Resolution**
- 25.8.1 Resolving a grievance or dispute may involve up to four stages. Lack of resolution at one stage comes the trigger for referral to the next stage.
- 25.8.2 In some cases it may be appropriate for a representative from the Organisation Development Section to facilitate the meeting.

25.8.3 During the procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, work is to proceed as normal.

#### **25.8.4 Stage 1 - Taking the matter to the immediate supervisor**

25.8.4.1 Stage 1 is designed to encourage the employee to attempt to resolve the matter through discussion with the supervisor at the workplace level. The employee must describe the alleged grievance clearly and concisely. The supervisor must convene a meeting to discuss the grievance without delay.

25.8.4.2 The aggrieved employee(s) must notify the supervisor of the grievance in writing and provide a copy to Organisation Development. The employee(s) should indicate whether or not a union or other representative will be involved. The supervisor must attempt to convene a meeting with the employee(s) within two working days to discuss the grievance. Should a meeting not occur within two working days due to the unavailability of either the employee(s) and/or their representative or because of some other unforeseen circumstance, Council will not be deemed to have breached this step of the process.

25.8.4.3 If the immediate supervisor is a party to the grievance, resolution of the matter must proceed directly to Stage 2, 3 or 4, as appropriate.

#### **25.8.5 Stage 2 - Taking the matter to the group manager or their authorised representative**

25.8.5.1 Stage 2 provides a more formal avenue of redress. The group manager should try to resolve the matter. If the grievance is not resolved it progresses to Stage 3.

25.8.5.2 If the immediate supervisor cannot resolve the grievance, it may be referred to the group manager or other authorised officer.

25.8.5.3 The group manager or their authorised representative must convene a meeting with the parties within 10 working days of the matter being referred to them. Should a meeting not occur within 10 working days due to the unavailability of either the employee and/or their representative or because of some other unforeseen circumstance, Council will not be deemed to have breached this step of the process.

#### **25.8.6 Stage 3 - Consideration of the matter by the General Manager or Another Appropriate Officer**

25.8.6.1 In Stage 3 the unresolved grievance goes beyond the immediate work environment and is considered by the General Manager or another appropriate officer.

25.8.6.2 If the grievance cannot be resolved by the group manager, the General Manager should consider the matter in the light of previous attempts at resolution as well as through his or her own investigations. If the grievance remains unresolved, the General Manager must provide a written response as to why remedial or corrective action has not been proposed or, if such action has been proposed, why it has not been implemented.

25.8.6.3 The General Manager or the Appropriate Officer must convene a meeting with the parties within 5 working days of the matter being referred to them. Should a meeting not occur within 5 working days due to the unavailability of either the employee and/or their representative or because of some other unforeseen circumstance, Council will not be deemed to have breached this step of the process.

#### **25.8.7 Stage 4 - Referring the grievance to external mediators**

25.8.7.1 The General Manager may refer the grievance to an external, independent mediator at any time.

#### **25.8.8 Other avenues of redress**

25.8.8.1 Parties may exercise the right, at any stage of the procedure, to seek the assistance of the NSW Industrial Relations Commission.

## **26. DISCIPLINARY PROCEDURES**

### **26.1 Employee's Rights**

Notwithstanding the procedures below, an employee shall:

26.1.1 have access to their personal file and may take notes and/or obtain copies of the contents of the file;

26.1.2 be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse;

- 26.2.3 be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading;
- 26.2.4 be entitled to request the presence of a union representative and/or the involvement of their union at any stage; and
- 26.2.5 be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

## **26.2 Employer's Rights and Obligations**

Notwithstanding the procedures contained below, a Council shall:

- 26.2.1 Be entitled to suspend an employee with or without pay during the investigation process provided that:
  - 26.2.1.1 suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to seven days or such greater period by agreement;
  - 26.2.1.2 If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension;
  - 26.2.1.3 the suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements;
  - 26.2.1.4 Council shall not unreasonably refuse an application for paid leave under this provision;
  - 26.2.1.5 by agreement an employee may be transferred to another position or place of work.
- 26.2.2 Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- 26.2.3 Be entitled to take other disciplinary action before and/or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- 26.2.4 In appropriate circumstances be entitled to terminate an employee's services in accordance with clause 28, Termination of Employment of this Agreement.
- 26.2.5 Be entitled to request the presence of a union and/or legal representative at any stage.

## **26.3 Procedures**

- 26.3.1 Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of Council.
- 26.3.2 Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- 26.3.3 Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of Council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- 26.3.4 If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- 26.3.5 If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- 26.3.6 All formal warnings shall be in writing.

26.3.7 Union delegates involved in representing employees in disciplinary matters shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

## **26.4 Penalties**

26.4.1 After complying with the requirements above, Council may:

26.4.1.1 Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for two weeks from the date of the demotion.

26.4.1.2 Suspend an employee without pay from work for a specified period of time.

26.4.1.3 Terminate the employment of the employee.

## **27. WORK HEALTH AND SAFETY**

### **27.1 Statement of Intent**

The parties to the Award are committed to co-operating positively to:

27.1.1 promote the safety and welfare of workers and other people in the workplace;

27.1.2 eliminate unsafe work practices; and

27.1.3 ensure that employers and employees understand and comply with their obligations under the *Work Health and Safety Act 2011 (NSW)*, *Work Health and Safety Regulation 2011 (NSW)* and associated codes of practice.

### **27.2 Specific Provisions**

In the case of extreme and unusual weather conditions which could be assessed as hazardous, employers will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

### **27.3 Further Information and Resources**

Further information and resources are available from the following organisations:

27.3.1 Workcover NSW: [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au)

27.3.2 Safe Work Australia: [www.safeworkaustralia.gov.au](http://www.safeworkaustralia.gov.au)

### **27.4 Labour Hire And Contract Businesses**

27.4.1 For the purposes of this sub-clause, the following definitions shall apply:

27.4.1.1 'Labour hire business' is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to a Council for the purpose of such staff performing work or services for that other Council.

27.4.1.2 'Contract business' is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by a Council to provide a specified service or services or to produce a specific outcome or result for that Council which might otherwise have been carried out by that Council's own employees.

27.4.2 If Council engages a labour hire business and/or a contract business to perform work wholly or partially on the Council's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

27.4.2.1 Consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements.

27.4.2.2 Provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely.

27.4.2.3 Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees.

27.4.2.4 Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- 27.4.3 Nothing in this sub-clause 27.4 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Act or the Workplace Injury Management and Workers Compensation Act 1998 (NSW).
- 27.4.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Agreement.
- 27.4.5 This clause has no application in respect of organisations which are properly registered as group training organisations under the Apprenticeship and Traineeship Act 2001 (NSW) and are deemed by the relevant state training authority to comply with the national standards for group training organisations established by the ANTA Ministerial Council.

## 28. TERMINATION OF EMPLOYMENT

- 28.1 All employees, excluding coordinators and section managers, shall give to Council two weeks notice of their intention to terminate their employment.
- 28.2 Coordinators and section managers shall give to Council four weeks notice of their intention to termination their employment.
- 28.3 If notice is not provided in accordance with 28.1 or 28.2, Council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.
- 28.4 Council and an employee may agree to a shorter period of notice for the purpose of this sub-clause, in special circumstances.
- 28.5 In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, sub-clause 28.6 shall not apply.
- 28.6 Council shall give to employees a period of notice of termination in accordance with the following scale or by payment in lieu thereof:
- 28.6.1 All Employees excluding coordinators and section managers

Employee's Period Of Continuous Service	Period Of Notice
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- 28.6.2 Coordinators and section managers

Employee's Period Of Continuous Service	Period Of Notice
Less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- 28.7 The provision of this clause shall be read subject to the provisions of clause 29, Workplace Change and Redundancy, of this Agreement.

## 29. WORKPLACE CHANGE AND REDUNDANCY

### 29.1 Council's Duty to Notify

- 29.1.1 Council will consult with affected staff and relevant unions once Executive Leadership Team has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
- 29.1.2 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

## **29.2 Consultation**

- 29.2.1 Consultation will commence once the initial proposal for change has been presented and signed off by the Executive Leadership Team. At Port Stephens Council, this means:
- 29.2.1.1 The employees in the Unit or Section or Group affected by the change will be advised that the Unit, Section or Group is to be restructured, the likely impacts on staff and the reasons for the restructure; and
  - 29.2.1.2 All Unions will be advised of the proposed restructure, the likely impacts on staff and the reasons for the restructure; and
  - 29.2.1.3 Employees in the Unit, Section or Group affected by the restructure will participate in manager facilitated workshops where the proposed restructure will be presented and their feedback on the proposal sought; and
  - 29.2.1.4 Consultative Committee will be provided with information and a presentation from the relevant Section or Group Manager on the proposed restructure, the reasons for it, and the likely effects, both significant and minor, to services and employees as a result of the proposal. Information on the proposed restructure should be provided at least 2 weeks prior to the Consultative Committee meeting to allow discussion by Consultative Committee members with affected employees.
- 29.2.2 Employees whose roles are likely to be significantly impacted by the restructure, will meet with their Group and/or Section Manager and a representative of the Human Resources Unit prior to the restructure being discussed at Consultative Committee and be advised of the likely impact on their role.
- 29.2.3 Following the Consultative Committee meeting at which the restructure is discussed and feedback for the Executive Leadership Team recorded, the proposal will be referred back to the Executive Leadership Team for final sign off, after consideration of all feedback received during the consultation period.

## **29.3 Implementation of Change**

- 29.3.1 Implementation of the restructure will not take place until at least 28 days after final endorsement by the Executive Leadership Team. In some cases, depending on the nature of the restructure, following final sign off by the Executive Leadership Team, the restructure may need to be presented to Council for their final endorsement. In these cases, implementation will not commence for at least 28 days after the matter is endorsed by Council.
- 29.3.2 During the 28 day period following endorsement, and where Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to sub-clause 29.1.1 and 29.1.2 of this clause and that decision may lead to the termination of employment, the Council shall hold discussions with the employee directly affected and with the union to which they belong.
- 29.3.3 The discussion shall take place as soon as it is practicable after the Council has made a definite decision which shall invoke the provision of paragraph 28.3.1 of this sub-clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances; provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
- 29.3.4 For the purposes of the discussion, the Council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information the disclosure of which would adversely affect the Council.

## **29.4 Notice to Centrelink**

- 29.4.1 Where a decision has been made to terminate employees, the Council shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

## **29.5 Notice of Termination**

- 29.5.1 Five weeks' notice to terminate or pay in lieu thereof shall be given.
- 29.5.2 Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
- 29.5.2.1 Three (3) months' notice of termination.

- 29.5.2.2 Payment in lieu of the notice in paragraph 29.5.2.1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 29.5.2.3 Notice or payment of notice under this paragraph shall be deemed to be service with the Council for the purposes of calculating leave entitlements under this Agreement.
- 29.5.3 Notice shall not commence until at least 28 days after the final endorsement by the Executive Leadership Team or Council, whichever is applicable.

## 29.6 Redundancy Pay

- 29.6.1 This sub-clause shall apply where an employee is terminated due to redundancy. A Council shall be exempt from the operation of this sub-clause where the employee concerned has been offered, but has refused to accept, an alternative position within the Council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- 29.6.2 In addition to any required period of notice, and subject to sub-clause 29.5 of this Clause, the employee shall be entitled to the following table. The redundancy entitlement shall be calculated on a "pro rata" basis by applying the employee's actual completed service in years/months/weeks. For example, an employee with 2 years and 6 months service will be entitled to receive 9 weeks' pay plus an additional 2 weeks pro rata pay of the 3 year entitlement.

Completed Years Of Service With Council	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- 29.6.3 Employees who receive a Motor Vehicle Allowance as per Clauses 7.7.14 & 7.7.15 of the Agreement will be entitled to receive the weekly allowance amount for the duration of the redundancy entitlement outlined in the table 29.6.2, irrespective of whether they continue to work for Council or are made redundant.
- 29.6.4 An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the Council's employment until the expiry of the notice period. The notice period does not commence until at least 28 days after the final endorsement of the restructure by the Executive Leadership Team or Council, whichever is applicable.
- 29.6.5 During a period of notice of termination given by the Council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the Council the employee shall provide proof of attendance at an interview.
- 29.6.6 A redundant employee shall be entitled to the payment of a job search allowance of up to the amount set out in the Allowances Table of this Agreement to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the Council or until the employee secures alternative employment, whichever is the sooner.
- 29.6.7 If the employee agrees to be redeployed by Council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Agreement. Provided that should the employee resign during the period of salary maintenance, as provided for by this sub-clause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.

- 29.6.8 The Council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- 29.6.9 The Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Human Services.
- 29.6.10 In the event that Council determines that a position is redundant, Council where practicable, shall firstly offer such redundancy on a voluntary basis.
- 29.6.11 Nothing in this Agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the Councils bound by this Agreement.
- 29.6.12 Subject to an application by the Council and further order of any relevant Industrial Relations Commission, a Council may pay a lesser amount (or no amount) of severance pay than that contained in sub-clause 29.6.2 above if the Council obtains acceptable alternative employment for an employee.
- 29.6.13 Nothing in this clause shall restrict an employee with ten years' service or more and Council from agreeing to further severance payments.

## **29.7 Redeployment of Redundant Staff**

- 29.7.1 Absolute security of employment cannot be guaranteed but it is recognised that job security is an important issue for all employees. Council therefore has a commitment to provide continuing employment wherever possible through redeployment of staff to either existing or new positions.
- 29.7.2 Redeployment may take place where the Council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to result in redundancy. Redeployment may be necessary because of changes to service provision, transfer of resources, budgetary constraints, or the deletion of services.
- 29.7.3 If an employee's job ceases to exist, every effort will be made to find alternative employment within the organisation. However, it is recognised that there will be occasions when an employee feels that the alternative employment offered may not be acceptable and may elect to take voluntary redundancy in accordance with the provisions of this agreement.
- 29.7.4 A staff member to be redeployed, who meets the essential criteria of a vacant position, will receive preference of employment. Where essential criteria is not met, the position should be advertised in accordance with Council's Recruitment and Employment management directive and Workplace Equity and Diversity management plan.
- 29.7.5 If a position(s) is identified as being suitable for filling via redeployment, the group manager will be advised that advertising the vacant position/s externally may be suspended for a short time while redeployment is considered, through an internal expression of interest as per clause 29.7.4.
- 29.7.6 If no vacant positions are identified as suitable, the Executive Leadership Team will discuss whether the particular skills and attributes of the employee(s) could be utilised within the organisation to undertake tasks currently not being done. Financial implications resulting from this discussion will require Council consideration. Should there be nothing suitable, the redundancy provisions of this agreement will be implemented, and the employee will terminate from the date the position is no longer required within the establishment.

### **29.7.7 Procedure**

- 29.7.7.1 Council will provide access to career counselling as per clause 20.4 of this Agreement during this period and the subsequent notice period, to assist displaced employees to seek employment either within Council or externally.

This will include a discussion on:

- (1) career interests and job preference;
- (2) qualifications, skills, knowledge and experience; and
- (3) personal attributes.

- 29.7.7.2 This will identify how well the abilities of the employee meet the specific requirements of any vacant positions; and how well the employee's aspirations are aligned with the vacancies. The Organisation Development Section will advise the group manager or appropriate authorised delegate, of the outcome of the interview.

- 29.7.7.3 If the employee meets the essential requirements for a vacant position, they will be invited for interview. The interview will be conducted by the hiring manager in accordance with the Recruitment, Selection and Employment management directive. The employee will be advised prior to the interview of any testing required as part of the interview process. If the employee is recommended by the selection panel for selection, discussion will take place between the group managers involved to finalise arrangements for the transfer of the employee.
- 29.7.7.4 In some cases it may be recommended that the redeployment be for a trial period of three months to determine the suitability of the person or to assess whether the employee is satisfied with the position. An assessment will be conducted during the second month and be monitored by the Organisation Development Section who will provide a further recommendation to the group manager. If performance has been satisfactory, the position will be offered on a permanent basis. If the performance has been unsatisfactory, steps will be again taken to redeploy the person. If a suitable position is not available within a four week period, or the employee does not wish to be redeployed, the redundancy provisions of this agreement will be applied.
- 29.7.7.5 Where an employee agrees to be redeployed into a lower paid position, the employee's accumulated entitlements will be calculated at their previous higher salary rate and preserved. Accumulated entitlements will be paid at the preserved rate until they are exhausted. The preserved benefits will be taken prior to other leave entitlements.
- 29.7.7.6 If the employee has accepted the position on a permanent basis and then resigns during the period of salary maintenance, the balance of any redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance will be paid on termination.
- 29.7.7.7 If the employee resigns during the assessment period, redundancy pay that the employee would have been entitled to before commencing the new position, will be paid on termination.
- 29.7.7.8 Use of a Council vehicle is attached to a position and not an employee. An employee who has current provision of a vehicle, either through a motor vehicle allowance or commuter use, will forfeit such use on the commencement of the new position if a vehicle is not a requirement of the new position and in accordance with the provisions of the Motor Vehicle and Other Related Benefits Management Directive, as amended from time to time.
- 29.7.7.9 The following example may serve to demonstrate these provisions.
- (1) Mary, has been employed by Council for 4.5 years and has commuter use of a Council vehicle.
  - (2) Mary's position, currently grade 16, has been made redundant.
  - (3) Mary has accepted an alternative position at a grade 13 without a vehicle.
  - (4) Mary's accumulated entitlements will be preserved at a grade 16 rate.
  - (5) Any annual, sick or long service leave taken by Mary will be paid at a grade 16 rate until the accumulated entitlements are exhausted.
  - (6) Any leave taken by Mary after this time will be paid at a grade 13 rate.
  - (7) If Mary resigns 14 weeks after taking up her new position, she will not be entitled to be paid any redundancy pay in addition to her entitlements.
  - (8) Mary's commuter use agreement will terminate on her commencement of the new position.
  - (9) If Mary resigns during her assessment period, she would be entitled to 12 weeks redundancy pay.

## 29.8 Job Redesign

- 29.8.1 It is Council's policy that prior to any position being re-evaluated, approval of the group manager is required to justify the cause of the redesign, the proposal of the line manager and the consequences of the approval. A redesigned position that attracts a changed salary grade following a job evaluation is to be referred to the Executive Leadership Team for approval.
- 29.8.2 If the purpose of the job and the general spectrum of duties is not significantly altered and the position increases by no more than one grade, then the incumbent will continue in that position. Where the redesign involves a more substantial change in the composition of the job (not just the size of the position), appointment to the position will be dependent upon the employee's knowledge and skill level. If the essential selection criteria (Skills, Knowledge and Capacity) for the position is not met by the incumbent, the position may be advertised providing an achievable learning and development plan cannot be completed by the incumbent to address competence within a reasonable timeframe. Determination of whether or not a position will be advertised will be made by the Executive Leadership Team after receiving advice from Organisation Development and following consultation with the affected employee and their union.

- 29.8.3 Appointment to the position will be by merit. If essential selection criteria (skills, knowledge and capacity) is not met by internal applicants, the position will be advertised externally. Internal applicants may apply for the position. Should an employee be displaced, then redeployment or redundancy will follow.
- 29.8.4 For any redesigned position, an assessment of the employee's competency level will be undertaken to determine the correct salary level. An employee will remain on current salary until entry level skills are met. (This includes minimum qualification criteria).
- 29.8.5 If an employee agrees to be redeployed into a lower paid position, the employee's existing salary and conditions will be maintained for a period defined in this Agreement.
- 29.8.6 In a merger situation where there were two similar jobs and now only one job is needed, selection is to be based on merit, following internal expressions of interest. If essential selection criteria (skills, knowledge and capacity) is not met, the position will be advertised externally. If an employee is displaced, redeployment or redundancy will occur in accordance with the provisions of this Agreement.
- 29.8.7 Group or Section Restructure
  - 29.8.7.1.1 Where a decision has been made to introduce major changes in the organisation structure that are likely to have significant effects on employees, the group manager will notify the employees who may be affected and the unions to which they belong.
  - 29.8.7.1.2 The group manager and the unions will discuss the most appropriate method of filling new positions that may be created under the new structure. This would involve seeking expressions of interest from internal staff for all new positions created and/or advertising the vacancies externally.
  - 29.8.7.2 The General Manager will make the final decision after consideration of equity and overall staffing issues.

### **30. COMPETITIVE TENDERING**

- 30.1 Competitive tendering is the calling of tenders by Council for the provision of service(s) that are currently being performed by Council employees where Council's in-house service unit submits a bid as well as external contractors. Council then makes its decision based on the tender bids about who will provide the service.
- 30.2 Where employee(s) who are adversely affected by the proposed changes request the employer's assistance to submit an in-house bid and the employer refuses that request, the employer shall provide the reason(s) in writing.

### **31. COUNCIL AGREEMENTS**

- 31.1 The parties agree to review operations at the Council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the Council and its employees
- 31.2 The terms of any agreement reached between the parties shall substitute for the provisions of the Agreement provided that:
  - 31.2.1 the agreement does not provide less than the entry level rates of pay under the salary system;
  - 31.2.2 the agreement is consistent with relevant legislation and current wage fixing principles; and
  - 31.2.3 the agreement shall be processed in accordance with sub-clause 31.3 of this clause. Provided further that, where the agreement proposes to vary Agreement provisions the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- 31.3 A Council Agreement shall be processed as follows:
  - 31.3.1 The affected employees shall be notified prior to the commencement of negotiations.
  - 31.3.2 The unions shall be notified prior to the commencement of negotiations.
  - 31.3.3 The agreement has been genuinely arrived at by negotiation without compulsion.
  - 31.3.4 The agreement shall be committed to writing and shall include a date of operation and a date of expiration.
  - 31.3.5 The Council, an appropriate employee representative and the appropriate union(s) shall sign the agreement.
  - 31.3.6 Any party to a Council Agreement may at any stage during the above process refer the matter to any applicable Industrial Relations Commission.

**32. SAVINGS AND TRANSITIONAL**

32.1 Where an employee prior to 11 May 1995, had an entitlement to transfer accumulated sick leave from one Council to another Council in New South Wales, under the Local Government Senior Officers' Agreement the employee shall retain this entitlement.

**33. LEAVE RESERVED**

33.1 Leave is reserved for the parties to this Agreement to make application to vary allowances in accordance with any changes in the Local Government (State) Award 2014.

33.2 Council will investigate the possibility of developing and implementing a personal leave sharing scheme. This will involve setting up a framework or mechanism to allow personal leave to be donated and shared amongst employees in extenuating circumstances. It is anticipated that this framework could be developed in a 12 month period.

## ALLOWANCES TABLE

Clause	Effective from First Pay Period on or after 1 July 2015							
	Per Hour	Per Occurrence	Per Day/Per Night	Per Week	Per Annum	Per Quarter	Per Month	Per Kilometre
	\$	\$	\$	\$	\$	\$	\$	\$
7.2.2.1 Retention Allowance 38 Hour					\$1,823.38			
7.2.2.2 Retention Allowance 35 Hour					\$1,823.38			
7.7.1.1.1 Adverse Working Conditions - Level 1	\$0.38			\$15.14				
7.7.1.2.1 Adverse Working Conditions - Level 2	\$1.02			\$39.93				
7.7.2 Sewer Chokes			\$8.33					
7.7.5.1 Bricklayer				\$20.00				
7.7.5.1 Carpenter & Plumber				\$28.10				
7.7.5.1 Metal and Mechanical Trades				\$28.10				
7.7.5.1 Painter & Signwriter				\$6.80				
7.7.5.1 Plasterer				\$28.10				
7.7.5.1 Electrical Tradesperson				\$28.10				
7.7.5.5 Apprentice Start Up Allowance		\$1,000.00						
7.7.7.1 Telephone Allowance						\$40.00		
7.7.8.1 Car Allowance Under 2.5 Litres								\$0.68
7.7.8.1 Car Allowance 2.5 Litres and Over								\$0.78
7.7.8.2 Car Allowance Per Quarter						\$1,889.15		
7.7.9.4 3km but not more than 10km			\$4.96					
7.7.9.4. More than 10km but not more than 20km			\$7.83					
7.7.9.4 More than 20km but not more than 33km			\$14.03					
7.7.9.4 More than 33km but not more than 50km			\$16.43					
7.7.9.4 Plus for each additional 10km in excess of 50kms			\$4.42					
7.7.9.7 Under 2.5 litres								\$0.68
7.7.9.7 2.5 litres and over								\$0.78
7.7.10.1 Camping Allowance			\$52.69					
7.7.11.1 Community Language and Signing Work				\$21.57				
7.7.11.2 First Aid Work				\$14.00				
7.7.12.1 Meal Allowance - for two hours or more prior to their agreed commencing time		\$14.35						
7.7.12.1 Meal Allowance - for two hours immediately after their agree finishing time and after subsequent periods of four hours		\$14.35						
7.7.12.1 Meal Allowance - after each four hours on days other than ordinary working days		\$14.35						
7.7.14 Motor Vehicle Allowance Note: this amount is indicative & will increase each year in accordance with CPI.					\$14,000.00			
7.7.18 Electrical Industry Allowance				\$52.10				
13.2 Overtime Allowance - Section Managers					\$10,325.87			
13.4.3 On Call Allowance on ordinary working days			\$18.91					
13.4.4 On Call Allowance - on other days			\$37.03					
13.4.5 On Call Allowance - maximum per week				\$168.91				
13.4.9.4 IT On-Call Allowance				\$168.91				
13.4.9.11 IT Phone Allowance						\$30.81		
13.4.9.12 Authority Specialist On-Call Allowance				\$16.29				
29.6.6 Job Search Allowance		\$2,500.00						

Clause	Effective from First Pay Period on or after 1 July 2016							
	Per Hour	Per Occurrence	Per Day/Per Night	Per Week	Per Annum	Per Quarter	Per Month	Per Kilometre
	\$	\$	\$	\$	\$	\$	\$	\$
7.2.2.1 Retention Allowance 38 Hour					\$1,874.43			
7.2.2.2 Retention Allowance 35 Hour					\$1,874.43			
7.7.1.1.1 Adverse Working Conditions - Level 1	\$0.39			\$15.56				
7.7.1.2.1 Adverse Working Conditions - Level 2	\$1.05			\$41.05				
7.7.2 Sewer Chokes			\$8.57					
7.7.5.1 Bricklayer				\$20.00				
7.7.5.1 Carpenter & Plumber				\$28.10				
7.7.5.1 Metal and Mechanical Trades				\$28.10				
7.7.5.1 Painter & Signwriter				\$6.80				
7.7.5.1 Plasterer				\$28.10				
7.7.5.1 Electrical Tradesperson				\$28.10				
7.7.5.5 Apprentice Start Up Allowance		\$1,000.00						
7.7.7.1 Telephone Allowance						\$40.00		
7.7.8.1 Car Allowance Under 2.5 Litres								\$0.68
7.7.8.1 Car Allowance 2.5 Litres and Over								\$0.78
7.7.8.2 Car Allowance Per Quarter						\$1,889.15		
7.7.9.4 3km but not more than 10km			\$5.10					
7.7.9.4. More than 10km but not more than 20km			\$8.05					
7.7.9.4 More than 20km but not more than 33km			\$14.42					
7.7.9.4 More than 33km but not more than 50km			\$18.89					
7.7.9.4 Plus for each additional 10km in excess of 50kms			\$4.54					
7.7.9.7 Under 2.5 litres								\$0.68
7.7.9.7 2.5 litres and over								\$0.78
7.7.10.1 Camping Allowance			\$54.16					
7.7.11.1 Community Language and Signing Work				\$22.17				
7.7.11.2 First Aid Work				\$14.40				
7.7.12.1 Meal Allowance - for two hours or more prior to their agreed commencing time		\$14.35						
7.7.12.1 Meal Allowance - for two hours immediately after their agree finishing time and after subsequent periods of four hours		\$14.35						
7.7.12.1 Meal Allowance - after each four hours on days other than ordinary working days		\$14.35						
7.7.14 Motor Vehicle Allowance Note: this amount is indicative & will increase each year in accordance with CPI.					\$14,000.00			
7.7.18 Electrical Industry Allowance				\$53.56				
13.2 Overtime Allowance - Section Managers					\$10,614.99			
13.4.3 On Call Allowance on ordinary working days			\$19.44					
13.4.4 On Call Allowance - on other days			\$38.07					
13.4.5 On Call Allowance - maximum per week				\$174.40				
13.4.9.4 IT On-Call Allowance				\$173.64				
13.4.9.11 IT Phone Allowance						\$31.67		
13.4.9.12 Authority Specialist On-Call Allowance				\$16.75				
29.6.6 Job Search Allowance		\$2,500.00						

Clause	Effective from First Pay Period on or after 1 July 2017							
	Per Hour	Per Occurrence	Per Day/Per Night	Per Week	Per Annum	Per Quarter	Per Month	Per Kilometre
	\$	\$	\$	\$	\$	\$	\$	\$
7.2.2.1 Retention Allowance 38 Hour					\$1,926.92			
7.2.2.2 Retention Allowance 35 Hour					\$1,926.92			
7.7.1.1.1 Adverse Working Conditions - Level 1	\$0.40			\$16.00				
7.7.1.2.1 Adverse Working Conditions - Level 2	\$1.08			\$42.20				
7.7.2 Sewer Chokes			\$8.81					
7.7.5.1 Bricklayer				\$20.00				
7.7.5.1 Carpenter & Plumber				\$28.10				
7.7.5.1 Metal and Mechanical Trades				\$28.10				
7.7.5.1 Painter & Signwriter				\$6.80				
7.7.5.1 Plasterer				\$28.10				
7.7.5.1 Electrical Tradesperson				\$28.10				
7.7.5.5 Apprentice Start Up Allowance		\$1,000.00						
7.7.7.1 Telephone Allowance						\$40.00		
7.7.8.1 Car Allowance Under 2.5 Litres								\$0.68
7.7.8.1 Car Allowance 2.5 Litres and Over								\$0.78
7.7.8.2 Car Allowance Per Quarter						\$1,889.15		
7.7.9.4 3km but not more than 10km			\$5.24					
7.7.9.4. More than 10km but not more than 20km			\$8.27					
7.7.9.4 More than 20km but not more than 33km			\$14.83					
7.7.9.4 More than 33km but not more than 50km			\$17.36					
7.7.9.4 Plus for each additional 10km in excess of 50kms			\$4.67					
7.7.9.7 Under 2.5 litres								\$0.68
7.7.9.7 2.5 litres and over								\$0.78
7.7.10.1 Camping Allowance			\$55.68					
7.7.11.1 Community Language and Signing Work				\$22.79				
7.7.11.2 First Aid Work				\$14.80				
7.7.12.1 Meal Allowance - for two hours or more prior to their agreed commencing time		\$14.35						
7.7.12.1 Meal Allowance - for two hours immediately after their agree finishing time and after subsequent periods of four hours		\$14.35						
7.7.12.1 Meal Allowance - after each four hours on days other than ordinary working days		\$14.35						
7.7.14 Motor Vehicle Allowance Note: this amount is indicative & will increase each year in accordance with CPI.					\$14,000.00			
7.7.18 Electrical Industry Allowance				\$55.06				
13.2 Overtime Allowance - Section Managers					\$10,912.21			
13.4.3 On Call Allowance on ordinary working days			\$19.98					
13.4.4 On Call Allowance - on other days			\$39.13					
13.4.5 On Call Allowance - maximum per week				\$179.28				
13.4.9.4 IT On-Call Allowance				\$178.50				
13.4.9.11 IT Phone Allowance						\$32.56		
13.4.9.12 Authority Specialist On-Call Allowance				\$17.22				
29.6.6 Job Search Allowance		\$2,500.00						

Signed at Raymond Terrace on 18<sup>th</sup> day of November 2015

Signed for and on behalf of Port Stephens Council

[Signature] Date 18/11/2015  
General Manager

In the presence of

Melissa Hackney Date 18/11/2015  
Witness

Signed for and on behalf of

The New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union

[Signature] Date 9/11/15  
General Secretary

In the presence of

Stephen Hughes Date 9.11.15  
Witness

Signed for and on behalf of

The Local Government Engineers' Association

[Signature] Date 2/11/15  
Director

In the presence of

[Signature] Date 2/11/15  
Witness

Signed for and on behalf of

The Development and Environmental Professionals' Association

[Signature] Date 11.11.15  
General Secretary

In the presence of

[Signature] Date 11.11.15  
Witness