

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/264**

**TITLE: Professional Civic Design Services Enterprise Agreement 1998**

**I.R.C. NO: 99/2728**

**DATE APPROVED/COMMENCEMENT: 30 June 1999**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 33**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all operation employees employed with the Professional Civic Design Service unit

**PARTIES:** Civic Services Group (a Div of Bankstown City Council) -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Local Government Engineers' Association of New South Wales

PROFESSIONAL



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OFFICE OF THE INDUSTRIAL  
REGISTRAR  
2 JUN 1999  
SIGNED LS

DESIGN SERVICES

**ENTERPRISE  
AGREEMENT**

22nd December 1998

Registered  
Enterprise Agreement  
Industrial Registrar

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**(i) What is the Purpose of this Enterprise Agreement**

The principle objective of this Enterprise Agreement is to provide a flexible framework of rights and responsibilities within the Professional Civic Design Services Business Unit (hereafter referred to as Civic Design).

This framework supports fair and effective working conditions and remuneration, encourages co-operative workplace relations and promotes economic prosperity for the business organisation.

The key purpose of this agreement is to make Professional Civic Design Services as competitive as possible to ensure its long term survival. This is to be achieved while also providing appropriate conditions for Civic Design staff.

Sections 1, 2 and 3 and Appendices A and B inclusive form part of this Agreement.

**(ii) Who is Party to this Agreement**

The parties bound by this agreement are:

- (a) All existing and new employees of the Professional Civic Design Services Business Unit.
- (b) Professional Civic Design Services Unit. A division of Civic Services Group.
- (c) Civic Services Group. A division of Bankstown City Council.
- (d) The Local Government Engineers Association of New South Wales and the Municipal and Shire Council Employees Union of Australia : New South Wales Division.

All parties declare that this Enterprise Agreement was not entered into under any duress by any party to it.

**(iii) Life of the Agreement**

This Enterprise Agreement shall commence from the date of registration and will end 24 months from the date registered. At the end of this period a new Enterprise Agreement can then be re-negotiated. Either party shall provide the other of intent to commence renegotiations with six (6) months prior notice.

The terms and conditions of this Agreement will continue to exist after the end of this period until a new Agreement is negotiated with all parties concerned. Alternatively any party to the Agreement may terminate the Agreement after the above period by advising the other parties in writing in which case the Local Government Award will apply from

that date, or with three (3) months notice in writing prior to the end of the agreement should it not be renegotiated.

#### **(iv) Amendments to the Agreement**

Amendments can be made to this Agreement at any time subject to a formal review process and in accordance with any requirements under the Industrial Relations Act 1996 (NSW). The formal review process shall :

1. Enable employees to seek any appropriate legal or union advice.
2. Provide employees with an opportunity to be involved in formulating any new amendments.

A minimum vote of employees 65% in favour of the amendments is necessary for employee approval.

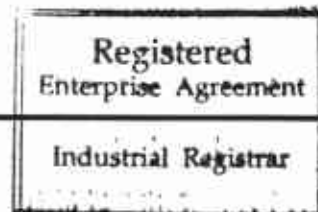
#### **(v) Values and Beliefs**

The employees of the Professional Civic Design Unit commit to the values shared by Civic Services which include :

1. A clear focus on the needs and expectations of our customers.
2. Recognition of the need for creative, innovative and flexible work practices to meet changing customer needs.
3. Planning for our success.
4. Ensuring that we are fair, honest and open in all our dealings.
5. Contribute to our teams success.
6. Recognise the importance of the family and a balanced lifestyle.
7. Achieve long term job security through a continuing focus on quality work, continued learning, best practice and being competitive.

#### **(vi) Definitions**

The Award	The Local Government (State) Award 1997. As amended.
The Act	The Local Government Act of 1993 and regulations made thereunder.
Weekly Salary	The weekly rate of pay received by an employee at the time of making this agreement subject to variations made under the agreement.
Hourly Rate of Pay	An employee's salary divided by prescribed working hours, exclusive of allowances.



Partner	As spouse is defined in the Sex Discrimination Act 1984
Family	As defined in the Local Government (State) Award 1997.

**(vii) Relationship With Other Awards and Agreements**

This Enterprise Agreement shall be read in conjunction with the Local Government (State) Award 1997 and other relevant Civic Services or Bankstown Council policy documents.

This Agreement has precedence in the event of any inconsistency between the Local Government (State) Award 1997 and any other Civic Services or Bankstown City Council policy documents, and any other Civic Services Group or Bankstown City Council Enterprise Agreements.

**(viii) No Extra Claims**

All parties to this agreement agree that no further claims will be made on Civic Services Group or Bankstown City Council for pay increases during the life of this Agreement.

**(ix) Bonus on Registration**

In recognition of the profitable trading performance for Civic Design for 1997/98 upon registration of this agreement a \$500 bonus will be paid to all employees (on a pro-rata basis for new employees based on the six month period from 1 January 1998 to 30 June 1998).



(x) Signatories to the Agreement

The following parties agree to abide to all clauses outlined in this document between Professional Civic Design Services, Civic Services and Bankstown City Council.




.....  
The General Manager Bankstown City Council



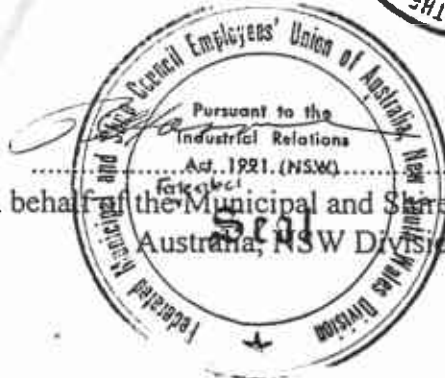
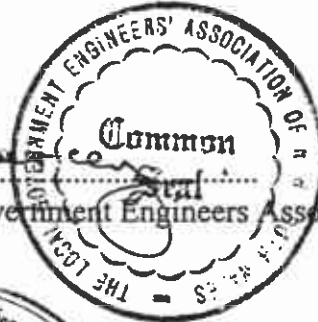
.....  
The Group Manager of Civic Services Group



.....  
The Business Manager of Professional Civic Design Services Unit



.....  
Signed for and on behalf of the Local Government Engineers Association of NSW



.....  
Signed for and on behalf of the Municipal and Shire Council Employees Union of Australia, NSW Division.



This <sup>Friday</sup> ~~12~~ day the 12<sup>th</sup> of March 1998



## **SECTION 1.**

# **Working Conditions**

**Registered  
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## 1.1 Business Unit Mission, Values and Objectives

- 1.1.1 All employees are to be focused on Civic Design's mission, values and current objectives as outlined in Civic Design's Business Plan. Each employee must familiarise themselves with the objectives and incorporate them in their day to day activities.

## 1.2 Hours of Work

- 1.2.1 The normal working hours shall be 40 hours per week. These hours shall be normally worked between 6:00am to 8:00pm Monday to Friday. A break of up to two (2) hours for lunch can be taken at any time of the day. A minimum of half (1/2) an hour must be taken for lunch each day. The hours are to be worked as a span of 120 hours over a three week period.
- 1.2.2 All working hours are flexible and can be worked on any day of the week including Saturday, Sunday and Public Holidays subject to prior approval from the employee's Team Leader or Business Manager.
- 1.2.3 Existing employees may choose to stay on a 35 hour week (or 38 hour week as appropriate). Employees making such a choice may subsequently convert to a 40 hour week only with the approval of the Business Unit Manager. The increased working hours for existing employees will be paid at the employee's normal hourly rate of pay. For employees who choose to stay on a 35 hour week the hours are to be worked as a span of 105 hours over a three week period. For employees who choose to stay on a 38 hour week the hours are to be worked as a span of 114 hours over a three week period.
- 1.2.4 All existing leave entitlements expressed as days will remain and be paid at the appropriate rate e.g. 8 hours per day for those who choose to work a 40 hour week.
- 1.2.5 If an employee is directed by the employer to work on a Saturday, Sunday or public holiday the employee will be paid overtime as per the Award.
- 1.2.6 All parties agree to consider a reduction in paid working hours should a downturn in workload eventuate.

## 1.3 "Flex" Days Off

- 1.3.1 A flex day off system is to be available to all employees wanting to participate. An employee will be entitled to a maximum of one flex day off for every 3 weeks worked. The standard number of hours in a three week period, as defined in clause 1.2, will need to be worked by staff wanting to participate.

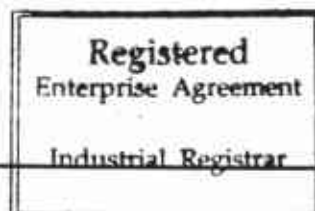
- 1.3.2 The employee must provide adequate notice to their Team Leader or Business Manager prior to taking a flex day off. This is to be taken as one (1) week notice in normal circumstances. Leave will be accepted only where this does not compromise work requirements (eg. meeting target dates).
- 1.3.3 To encourage a flexible working environment, flex days may be accumulated and taken at other times. A maximum of only three (3) flex days can be accumulated. No more than three (3) consecutive flex days are to be taken at any one time. These flex day conditions are not to be changed unless prior arrangements are made with the Business Manager or Team Leader.
- 1.3.4 In the event of an employee's termination from the Unit, where the employee has accrued flex days, these days shall be paid out at the current ordinary rate of pay, to a maximum of three (3) days.

#### 1.4 Overtime

- 1.4.1 Any intention to work and claim for overtime is to be discussed with and agreed to by the Business Manager or Team Leader and the employee prior to such work being done. Overtime will only be paid for hours worked outside the 6:00am to 8:00pm Monday to Friday period.
- 1.4.2 Any agreed overtime worked per week can be taken in pay or taken as time off in lieu of payment.
- Payment of overtime will only be made if undertaken as stipulated in item 1.4.1 above and will be paid as per the Local Government Award.
  - Time off in lieu is to be equivalent to the time worked.

#### 1.5 Performance Reviews & Targets

- 1.5.1 Each employee will be involved in performance reviews every six (6) months. These reviews will be carried out as per Civic Services "Employee Development and Review System" and will involve an interview between the employee the employee's Team Leader and the Business Manager.
- 1.5.2 The performance reviews will aim to identify the employee's work performance within the last 6 month period (ie since their last performance review). Reviews will focus on areas such as :
- (a) Commitment to Civic Design's mission, values and objectives
  - (b) Job knowledge and skill
  - (c) Quality of work performed



- (d) Productivity
- (e) Initiative and motivation
- (f) Flexibility and adaptability in a changing work environment
- (g) Communication skills
- (h) Computer skills
- (i) Commitment to occupational health and safety issues
- (j) Practical learning
- (k) Customer service
- (l) Team work and interpersonal skills
- (m) Problem assessment and problem solving

1.5.3 Based on the previous performance of an employee new objectives are to be identified and new performance targets agreed to between the employee and Business Manager.

1.5.4 Employee targets are to reflect the overall aims of Civic Design goals and aspirations as defined in the Business Plan. They are also to reflect individual employee's aims and professional development. The employer is to offer opportunity for career development of all employees through the promotion of multi-skilling, provision of training opportunities and encouragement of employees to keep up to date with their discipline. All employees are to work towards meeting their individual performance targets.

1.5.5 In addition to the above performance review procedure all employees will be assessed on their performance on their individual projects by their Team Leader. Appropriate "feed back" is to be provided to the employee on each component of the project. The employee shall be encouraged to improve their performance as necessary. A record of this will be kept and later used as part of the performance review procedure.

1.5.6 Any staff member wanting to appeal against their performance assessment may take action through Clause 1.21 relating to grievance and disputes in this Agreement.

## 1.6 Dress Code

1.6.1 All employees are to wear suitable clothing appropriate to their area of work and present themselves in a professional manner, which the community and others dealing with Civic Design would expect. This includes wearing suitable protection against solar radiation. This will not incur any cost to Civic Design except as described in item 1.7, and as provided under the Corporate Wardrobe Subsidy Scheme.

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## **1.7 Occupational Health and Safety**

- 1.7.1 The employer and employee shall take appropriate action to provide a safe and healthy working environment.
- 1.7.2 The employer is to abide by all regulatory requirements concerning safety in the work place and provide appropriate awareness and training to each employee.
- 1.7.3 Employees are to familiarise themselves and abide by all relevant occupational health and safety requirements within their area of work. They are to inform the employer of any hazards or potential hazards in the work place.
- 1.7.4 Civic Design will provide all employees whose main work is performed out doors with five (5) long sleeve shirts per year in addition to any other safety equipment currently issued.

## **1.8 Equal Employment Opportunity**

- 1.8.1 All parties to this Agreement are committed to the application of Equal Employment Opportunity principles within Civic Design. All parties acknowledge that every member of staff is responsible for promoting a workplace which is fair, equitable and free of harassment and discrimination.

## **1.9 Multi-Skilling**

- 1.9.1 The employer is to encourage and support a work place environment where employees can gain technical experience in multiple skill areas required by Civic Design. Employees will pursue the development of their skills to ensure the business performance of Civic Design.
- 1.9.2 Civic Design undertakes a commitment to include in its annual budget appropriate funds to meet the needs of Clauses 1.10, 1.11, 1.12 & 1.13.

## **1.10 Continued Professional Development**

- 1.10.1 Employees agree to continue to develop and maintain their personal and professional skills as required within the work place.
- 1.10.2 The employer supports all staff that want to develop their personal and professional skills which relate to or can assist in achieving Civic Design's objectives.

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1.10.3 The employer agrees to pay for the time needed by employees to attend any in house training, external work shops and seminars which have been approved by the Business Manager as being directly related to an employee's work or particular project.

### **1.11 Membership of Professional Associations**

1.11.1 The employer encourages employees to become active members of relevant professional associations and trade unions and to become involved in relevant issues which are of interest and benefit to Civic Design.

1.11.2 Civic Design will encourage engineering staff to obtain and maintain NPER registration. Civic Design will meet all costs associated with accreditation where staff are required to act as professional certifiers.

### **1.12 Training**

1.12.1 The employer is to assess the training needs of the individual employees in relation to the business unit's needs and discuss and provide a program of training in Consultation with Human Resources. Employees are to be encouraged to develop and maintain their computer and office skills.

1.12.2 The employer will pay for all costs associated with providing any materials and resources needed, including any internal or external trainers to conduct training in accordance with the Training Program.

### **1.13 Professional Development**

1.13.1 Civic Design supports and encourages the continued professional development of its employees and will contribute 75% of the fees required for any graduate course and 50% of the fees for any post graduate course which has been approved by the Business Manager to be appropriate and beneficial to the needs of the Business Unit.

1.13.2 Employees currently participating in approved courses are entitled to the existing leave provisions in the Education and Training Policy until the end of their course. This entitlement is at the discretion of the Business Manager and may terminate for employees who continue to repeat subjects. For any new approved courses clause 1.13.3 shall apply.

1.13.3 Employees undertaking such courses agree to make up any time taken off to attend classes, study or leave for exams. Such leave is to be with the approval of the Business Manager or Team Leader.

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- 1.13.4 A maximum allowance of \$100 per year for the purchase of associated study resources will be payable to employees undertaking approved courses.
- 1.13.5 Payment of fees shall be made to employees upon successful completion of a subject unless earlier payment is agreed to for reasons of financial hardship. This shall apply to existing and new employees.
- 1.13.6 All of the above provisions will only apply from January 1999.

#### **1.14 Working From Home**

- 1.14.1 Employees may work from home subject to prior agreement with the Business Manager. Issues of hours worked must be linked to prior negotiated and agreed targets. Working from home will only be agreed to if it is of benefit to the business unit. This clause is subject to Occupational Health and Safety issues and other considerations being satisfied.

#### **1.15 Private Work**

- 1.15.1 Employees contemplating carrying out private work within the Bankstown City Council area which is of similar nature to that being carried out as part of their employment with Civic Design shall require the prior approval of the Business Manager.
- 1.15.2 Employees agree not to undertake any private work that is in direct competition or conflict with Civic Design or with Civic Services Group or will otherwise detract from the satisfactory performance of their duties with Civic Design.
- 1.15.3 Employees shall abide by the Local Government Act in respect to issues concerning private work.
- 1.15.4 No private work is to be carried out in the Business unit during normal working hours.

#### **1.16 Communication**

- 1.16.1 Active and free expression of ideas on any issue within the work place is to be encouraged without fear of recrimination.
- 1.16.2 The employer and employees are to conduct themselves in an open manner informing each other of changes that may affect the work place.
- 1.16.3 All employees are to be encouraged to participate in developing their communication skills within the team environment.

### 1.17 Security of Employment

1.17.1 The Council undertakes that there will be no forced retrenchments during the course of this Agreement. In the event that it is necessary to reduce staffing levels, Council undertakes to abide by its Redeployment / Redundancy Policy dated 30<sup>th</sup> November, 1995 until it is superseded by Bankstown City Council's new Enterprise Agreement No.2.

1.17.2 Further, Council acknowledges that the purpose of its Redeployment / Redundancy Policy is not to provide a mechanism to significantly reduce staff numbers, but rather to deal with special circumstances and opportunities. The use of the voluntary redundancy provision will be minimal. There is no intention for the life of this agreement to offer redundancy packages across the organisation in order to down-size.

The parties acknowledge however, that Council has a duty to terminate the employment of any staff member who:

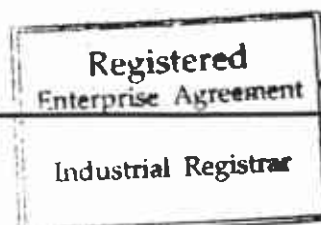
- (a) is guilty of serious misconduct or corruption or ;
- (b) has continuously failed to meet acceptable performance standards and has been counselled in accordance with the grievance and dispute procedure outlined in this agreement and in accordance with Civic Services Counselling / Discipline / Terms of Employment policy.
- (c) has been assessed by the Government Medical Officer as unable to return to normal duties on the grounds of disability.

### 1.18 Competitive Tendering and Competition Policy

The Parties acknowledge that in respect of some operations it may be necessary to use external contractors because :

- (a) Council's own capability, after analysis or tender, is shown not to be cost competitive in comparison to external contractors or;
- (b) Council has insufficient staff and resources to undertake the work within the required time-frame.

To ensure a level playing field is applied to the process of competitive tendering, Council have adopted a competition policy which sets out the tendering criteria. The competition policy will also contribute towards Council's vision for the city and its mission as a corporation by :





- **Better Quality Service Innovation**

Many areas of human endeavour benefit from competition. In commerce and industry, it is recognised as intrinsic to innovation and outstanding customer service. There's no reason local governments experience will be any different.

- **Least Cost Service**

Similarly, competition imposes the discipline of keeping costs to the minimum level necessary to produce a product or service at any given level of quality. There's no reason why residents in Bankstown should have to pay more for a service (through rates or fees) than is absolutely necessary once Council has specified the level of quality of service required.

- **Community Confidence**

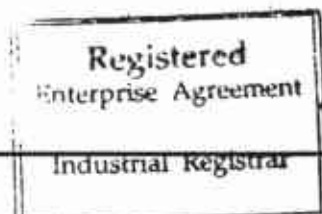
By exposing ourselves to competition and winning, we will win increased community confidence in the efficiency of our own operations and right of own operations to continue to deliver services where they are truly competitive.

## **1.19 Quality Systems**

1.19.1 Civic Design will be committed to putting in place and maintaining a quality system. The quality system is to be linked to the business unit's performance targets and objectives and is to be reviewed annually.

## **1.20 Work Place Committee**

1.20.1 A Work Place Committee shall be formed within one month of registration of this agreement. This committee will consider business issues as appropriate including OHS&R issues. It will also serve the purpose of assessing any issues arising from the Enterprise Agreement. The committee will be composed of two (2) elected representatives of Civic Design and the unit Manager. The role of the Work Place Committee will include, but not be limited to, monitoring the performance of the Agreement and encouraging and facilitating employee participation and involvement. The Work Place Committee elections shall be held each year. The Workplace Committee shall nominate one of its members as the Unit's representative on the Civic Services' Joint Consultative Committee.



### **1.21 Grievance and Disputes**

- 1.21.1 Any disputes arising with the interpretation of this agreement shall be referred to the Work Place Committee. Any decision made by the committee will be binding on all parties but will not preclude the right to normal industrial appeal.
- 1.21.2 Any grievances are to be dealt with in accordance with the Local Government Award and as per Civic Services' guidelines and procedures for Staff Grievance and Disputes. Refer to Appendix B.

### **1.22 Vision Testing**

- 1.22.1 Civic Design will arrange vision testing of those staff who extensively use computers as part of their day to day work. The assessment will be undertaken prior to commencement and then on a two yearly basis. The purpose of this vision assessment is to ensure that the employee's vision is adequate for using screen based equipment. This vision testing is to be conducted by a qualified examiner. Any remedial optical equipment is to be funded by the employee.

### **1.23 Termination of Employment**

- 1.23.1 An employee intending to terminate their employment with Civic Design shall provide a minimum of four (4) weeks notice of this intention.
- 1.23.2 If no such notice is provided Civic Design shall be entitled to deduct pay equivalent to the difference of four (4) weeks and actual notice given.



## SECTION 2.

# Salary Conditions

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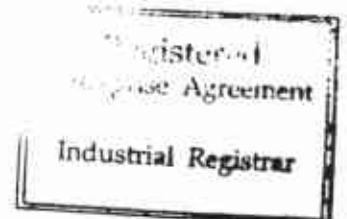
## 2.1 Normal Rates of Pay & Salary Review System

- 2.1.1 All nominated rates of pay are to be linked to an employee's individual job description and to the relevant skills and formal qualifications and work experience needed by the employee to successfully carry out the requirements of that position.
- 2.1.2 A review of all job descriptions outlining the duties and responsibilities of each position shall be carried out by November each year in consultation with the employee. Each employee shall be provided with a copy of their new job description if revision was required.
- 2.1.3 In order to ensure the real value of salaries is not eroded over the course of this Agreement, staff will receive all Award increases, unless waived by the adoption of a new salary system (refer 2.1.4)
- 2.1.4 Parties to this agreement shall commit to the development and commencement of a new salary system within twelve (12) months of registration.

## 2.2 Performance System

- 2.2.1 A performance bonus system shall be applied and linked to the six-monthly performance appraisal of each employee. Performance appraisals will be conducted in July and February of each year. It is the intention of Civic Design to reward employees fairly through the salary system and that therefore performance bonus payments will be expected to be awarded to staff only where better than required performance is clearly demonstrated.
- 2.2.2 Performance bonus payments will be based on a percentage of the total score that can be gained in the performance review process. The performance review process will involve a measure of a staff members performance in relation to a number of key performance or job factors. The performance or job factor will be assessed using the following categories listed below. These categories will be assigned a score which will be added to obtain a staff members total "Performance Score". These categories are:

- Exceeds Requirements (ER) – score = 3
- Meets All Requirements (MA) – score = 1
- Meets Basic Requirements (MB) – score = 0
- Needs Improvement (NI) – score = 0



The Performance Score will then be converted into a percentage of the total maximum score possible. Performance bonuses will only be paid within the percentage range of 36 to 100 percent. The performance bonus will be paid as a

percentage of an employee's annual salary (to a maximum of 10 %) on the basis of:

- An employee scoring 85 % or more in their performance review will receive 10 % of their annual gross salary.
- An employee scoring between 35 % and 85 % will obtain a performance bonus 0 % to 10 % of their annual gross salary on a pro rata basis.
- An employee scoring 35 % or less in their performance review will not receive a performance bonus.

No performance bonus will be paid to an employee who is rated as Unsatisfactory in any of the key performance or job factors.

- 2.2.3 Bonus payments will be paid on the conclusion of the appraisal process on a six-monthly basis with bonus payments being half (1/2) the entitled annual maximum bonus. Bonus payments will be made on a pro rata basis for new employees. Bonus payments will be paid as a monetary benefit unless agreed to otherwise.

### 2.3 Profit Share System

- 2.3.1 A Profit Share system will apply. This system is to recognise that Civic Design employees all contribute to the profitability of the business. It also recognises that the profit will also need to be distributed as a return to Civic Services and as a return to Bankstown City Council, as owner of the business.
- 2.3.2 Profit will be considered to be the excess of revenue over expenditure for Civic Design for the given financial year after adjustment for abnormals e.g. sale of assets. Profit share will apply to all profit at the end of the financial year. One third of the profit will be returned to staff as a profit share bonus. This bonus will be distributed equally to all staff (on a pro rata basis for new employees and part-time employees) based on a proportion of normal hours worked, 40 hours per week being the 100% entitlement of the share. No Profit Share will be paid to an employee graded less than "Normal Performer". Profit share bonus shall be payable only to current employees of the unit at the time payment is made. Full profit share will be paid to staff who have less than a total of 60 days leave in the period. Any staff having more than 60 days leave will have their profit share reduced proportionally.
- 2.3.3 The maximum profit share shall be 5% of total salaries of the Business Unit for the given financial year.
- 2.3.4 The Bankstown City Council Christmas bonus no longer applies to staff covered by this Agreement after Christmas 1998.

2.3.5 Where a profit share bonus is payable it shall be paid as soon as practicable. Profit share bonuses will be paid on the following basis:

- a) In the first year of the agreement, for the period 1 July – 30 June, calculation shall be made half way through the period, in February. This calculation shall assess the profit made to 31 December 1998 and an estimation of the profit for 1 January – 30 June. On the basis of this figure, ½ the total estimated profit share bonus for the financial year shall be paid, as soon as practicable.
- b) A further calculation for the period 1 July – 30 June shall be made at the completion of the full financial year, in August. On the basis of actual profit made, any profit share bonus payable shall be calculated, less the amount paid following the mid-financial year calculation.
- c) In subsequent years, further calculations and payments of profit share bonus shall be made on the same basis as described above, with a ½ yearly review and an annual adjustment as required.

A diagram outlining these calculation principles is provided at appendix A.

## 2.4 Payment of Untaken Sick Leave

- 2.4.1 Any person employed by Bankstown City Council prior to 1st September 1996 can, at any time, request payment of any untaken sick leave minus any days received in advance. That is any days not accrued after their anniversary. Such payment will otherwise be received on termination of their employment with Bankstown City Council. Any request of early payment of untaken sick leave must be made in writing to the Business Manager.
- 2.4.2 In the event of death of an employee any entitlement of accumulated sick leave will be paid to their spouse or other legal representative.
- 2.4.3 After payment of untaken sick leave is made the employee will no longer be entitled to the payment of untaken sick leave which accrues after the payment date. Such payment may only be taken in full.

## 2.5 Higher Duties Pay

- 2.5.1 To allow for flexibility in the work place and to aid in the development of staff employees may be asked to relieve in a position of higher duties.
- 2.5.2 Employees relieving in a position of higher duties for periods in excess of 1 week shall receive the equivalent salary attributed to that position as outlined in the

**Local Government (State) Award. An evaluation of the employees performance will be made at the end of the period.**

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## **SECTION 3.**

# **Leave Conditions**

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### **3.1 Leave Entitlements**

- 3.1.1 All leave entitlements are as per the Local Government (State) Award 1997 and as per the relevant NSW legislation except as set out below.

### **3.2 Annual Leave**

- 3.2.1 A minimum of five (5) consecutive leave days shall be taken within a financial year. The leave days can be a combination of annual leave, flex days and public holidays.
- 3.2.2 A maximum of five(5) annual leave days can be taken as single days within a financial year.
- 3.2.3 Staff can accumulate in excess of eight (8) weeks annual leave only with the approval of the Business Manager.

### **3.3 Family Leave**

- 3.3.1 As outlined under Carer's Leave, Clause 15B in the Local Government (State) Award 1997. For the purposes of this Agreement the definition of "family" is as provided in the Local Government (State) Award 1997.

### **3.4 Public Holidays**

- 3.4.1 Unless by prior agreement between the Business Manager and staff, staff are not required to attend work on:
- (a) all public holidays as defined within the Local Government (State) Award 1997, and
  - (b) the designated Picnic Day.

### **3.5 Compassionate Leave**

- 3.5.1 Staff shall be entitled to two (2) days leave arising out of the death or serious injury of a partner or other family member as defined in Clause (vi) in this document.

### **3.6 Special Leave**

- 3.6.1 Special leave, with or without pay, will be at the discretion of the Business Manager.

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APPENDIX A - PROFIT SHARE BONUS CALCULATIONS

June 30 98      Dec 31 98      June 30 99      Dec 31 99      June 30 2000      Dec 31 2000

Estimate Profit For Financial Year 98/99

Calculate Profit Share For Financial Year 98/99  
Pay 1/2 = \$A

Measure Profit For Financial Year 98/99

Calculate Profit Share For Financial Year 98/99  
Pay Profit Share - \$A = \$B

Measure Profit For Calendar Year 99

Calculate Profit Share For Calendar Year 99  
Pay Profit Share - \$B = \$C

Measure Profit For Financial Year 99/2000 etc.

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## Appendix B

# EMPLOYEE GRIEVANCES - POLICY & PROCEDURE

## SCOPE

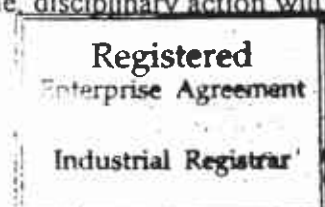
- 1.1 This policy and procedure has been developed to assist staff in the successful resolution of work-related grievances. It has been designed to ensure that staff are aware of the appropriate procedures to adopt in trying to resolve complaints or problems, while ensuring that a consistent approach to grievance resolution is adopted throughout Council.

It is the intention of this guideline to ensure that any disagreement in the workplace will be resolved at the lowest possible level in the organisation, as quickly and as fairly as possible.

A grievance or dispute under this procedure does not include events related to discrimination or harassment - these are covered under the EEO Grievance procedure. It also excludes those relating to disciplinary counselling - this is covered in the Counselling/Discipline/Termination of Employment guideline and procedure.

## POLICY

- 1.2 Council's grievance procedure provides a system for handling internal grievances which:-
- \* recognises the right of an individual to raise any concern about work-related issues and expect a prompt and fair response;
  - \* encourages appropriate behaviour in the workplace; and
  - \* raises and maintains high standards of morale and work satisfaction by providing a work environment where the full potential of each staff member can be realised.
- 1.3 All employees should be free to make a complaint without threat of prejudice or victimisation. Only in cases where it can be shown that a complaint was frivolous will action be taken against the aggrieved party.
- 1.4 Work will continue in accordance with the practices existing prior to the matter in dispute arising or other agreed arrangements, subject to health and safety considerations, whilst the dispute is in process.
- 1.5 Victimisation of any person involved in either the actual complaint, or in assisting in the resolution of the grievance, will not be tolerated. Should any staff member involved in the complaint or the resolution of this complaint be subject to victimisation, disciplinary action against the perpetrator will result.
- 1.6 Deliberately making a frivolous or malicious complaint will not be tolerated. If it is found that a complaint of this nature has been made, disciplinary action will be undertaken.



- 1.7 The confidentiality and the integrity of every person involved will be maintained.
- 1.8 Language and sign interpreters are available and should be used where necessary. Only professional interpreters should be used in order to minimise risks to privacy and error. If an interpreter is required please contact Corporate Development.

## PROCEDURE

In carrying out their responsibilities to resolve the grievance, the parties have an obligation to:

- \* establish and verify the facts
- \* clarify the differences between reality, perception and opinions
- \* maintain confidentiality, as far as possible
- \* initiate or recommend actions to prevent the grievance recurring

Grievances should be resolved at the lowest possible level. Each step within the procedure should be followed, with a genuine attempt at resolution, before the aggrieved party takes further action. No matter will proceed past step C (when a HR Co-ordinator becomes involved) until all reasonable attempts to resolve the grievance have been explored and applied.

### A. TEAM LEADER

Any employee should in the first instance discuss any matter affecting their employment with their team leader. (If a team leader has a grievance they should initially approach the Business/Corporate Manager). The team leader will endeavour to resolve the problem as soon as practicable.

### B. BUSINESS/CORPORATE MANAGER

Should the matter not be resolved, the employee should notify their Business/Corporate Manager in writing of the nature of the grievance or dispute and the remedy sought.

A meeting shall be held between the employee, the Business/Corporate Manager, and if requested, a union delegate or colleague of the aggrieved employee, within 2 working days of notification. In attempting to reach a suitable resolution, the Manager may approach the Corporate Development Unit for advice. A successful resolution may take several meetings to achieve.

The Business/Corporate Manager shall provide the employee with a written response, whether the employee felt that the resolution was satisfactory or not.

### C. HUMAN RESOURCES CO-ORDINATOR

Where the matter is still not resolved, the Business/Corporate Manager and the employee will approach a Human Resources Co-ordinator for further assistance. If requested, a union delegate or work colleague may also attend this meeting.

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**E. GROUP MANAGER AND MANAGER CORPORATE DEVELOPMENT**

If agreement cannot be met, the dispute/grievance may be taken to either the appropriate Group Manager or the Manager Corporate Development. The employee must notify the abovementioned in writing. This documentation should include a copy of the letter given to the Business/Corporate Manager in step B, the written response from the Business/Corporate Manager, and an additional letter from the employee which stipulates why they are not satisfied with the suggested means of resolution from the above steps.

A meeting will be conducted between the Group Manager and the Manager Corporate Development, the employee(s) and any other relevant parties. Together, the Group Manager and Manager Corporate Development will listen to the case in question and will make a final decision on the matter.

**E. NOTIFICATION OF AN INDUSTRIAL DISPUTE**

It is preferable that all of the above steps are exhausted before an external party is involved however, at any time in this procedure either party may notify the Industrial Registrar of the existence of a dispute.

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BEFORE THE INDUSTRIAL RELATIONS COMMISSION  
OF NEW SOUTH WALES

No. IRC 2728 of 1999

Application for approval of enterprise agreement between Professional Civic Design Services and the Federated Municipal and Shire Council Employees' Union of Australia (New South Wales Division) and the Local Government Engineers Association of NSW

**AFFIDAVIT:**

Deponent: Bill Potocki  
Date: 26 May 1999  
Filed on behalf of: Professional Civic Design Services

**FILED BY:** Bill Potocki  
Industrial Officer  
Local Government and Shires Association of New South Wales  
3<sup>rd</sup> floor  
215-217 Clarence Street  
SYDNEY NSW 2000

Telephone: (02) 9242 4000.  
Facsimile: (02) 9242 4166

On 26 May 1999 I, Bill Potocki of 215-217 Clarence Street Sydney NSW 2000 and Industrial Officer, say under oath:

1. This Enterprise Agreement will prevail if approved over the Local Government (State) Award 1997.
2. This agreement complies with relevant statutory requirements, including the Anti-Discrimination Act 1977, and
3. The agreement does not, on balance, provide a net detriment to employees covered by the agreement when compared with the aggregate package of conditions of employment which would otherwise apply under applicable awards, and
4. The parties understand the effect of the agreement, and
5. The parties did not enter into the agreement under duress, and
6. The agreement complies with any principles set by the Commission under section 33 or, if the agreement does not meet those requirements, that any departure from those principles does not prejudice the interest of any of the parties to the agreement, and
7. A comparison of conditions of employment under the agreement and those which would otherwise apply under relevant awards, is attached.
8. The agreement covers all operational employees employed within the Professional Civic Design Services business unit.
9. The negotiations have involved employer and employee representatives in consultation with MEU and LGEA representatives. Representatives included Mr B Delprado (Business Manager), Mr J Tsom (Employee representative) and Mr A. Vangi (Employee representative). Union advice was sought from union organisers Mr S. Hughes (MEU) and Ms A. Funnell (LGEA).

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