

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA19/04

**TITLE:** Wollongong City Council Enterprise Agreement 2018 - 2021

**CASE NO:** 2019/170794

**DATE APPROVED/COMMENCED:** 20 September 2018 / 1 July 2018

**TERM:** 36 months

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:** 6 September 2019

**NUMBER OF PAGES:** 90

**COVERAGE/DESCRIPTION OF EMPLOYEES:**

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

**PARTIES:**

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



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# **Wollongong City Council Enterprise Agreement 2018 – 2021**

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## 1 TITLE

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

## 2 PARTIES BOUND

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This Agreement has been prepared collaboratively with all Parties to the Agreement working together to consider the provisions of the previous Agreement and to investigate fair and equitable options for each proposed amendment.

It has been the intent of all Parties participating in the development of this Agreement, to ensure that wherever possible provisions are made to support and encourage the ongoing commitment of employees, while ensuring that Council's sustainability is not compromised.

All Parties to the Agreement are committed to cooperating positively to increase the structural efficiency of Council and to provide employees with ongoing employment opportunities.

The Parties to this Agreement are Wollongong City Council (the 'Council') and:

- a The United Services Union;
- b Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;
- c The Local Government Engineers Association of New South Wales; and
- d The Development and Environmental Professionals' Association;

(the 'Unions').

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

## 3 AREA INCIDENCE AND DURATION

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This Agreement will regulate the terms and conditions of employment for all Wollongong City Council employees and terminates Enterprise Agreement No 1018 of 2015.

This Agreement shall operate on and from 1 July 2018 and shall remain in force for a period of three (3) years from that date.

## 4 PURPOSE OF THE AGREEMENT

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The purpose of this Enterprise Agreement is to enable Council to deliver technological and organisational change initiatives and improvements to provide best value services to its customers and the community. It seeks to provide for 'long term sustainable jobs' balanced with responsible and appropriate management of our resources, including budgets, people and assets.

This Agreement supports and develops a culture of performance at the organisational, business and individual levels and provides Council with the capability to perform effectively and efficiently in a changing environment.

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

This Agreement aims to provide employees with access to fulfilling, varied and rewarding work by providing opportunity to improve skill levels and establish skill-related career paths.

## 5 DEFINITIONS

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### 5.1 CASUAL EMPLOYMENT

A casual employee shall mean an employee engaged on a day to day basis.

### 5.2 TEMPORARY EMPLOYMENT

Temporary employment shall be for periods no greater than 12 months duration, or 24 months for temporary coverage for Parental Leave purposes (Section 351 Local Government Act 1993).

### 5.3 AGREEMENT – Wollongong City Council Enterprise Agreement

### 5.4 COUNCIL – Wollongong City Council

### 5.5 UNIONS – The United Services Union; Automotive, Foods, Metal, Engineering, Printing and Kindred Industries Union, New South Wales Branch; The Local Government Engineers Association of New South Wales; and The Development and Environmental Professionals' Association

### 5.6 PARTIES – Council and Unions

### 5.7 SPMAS – Skills and performance management assessment system

### 5.8 PART TIME EMPLOYMENT – Employment where normal hours are less than 35 hours per week.

### 5.9 LIMITED TERM EMPLOYMENT – Employment period between one (1) year and five (5) years.

### 5.10 CATS – Cadets, Apprentices, Trainees and School Based Students

## 6 PERFORMANCE

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The Parties recognise that to achieve efficient, on-time, cost effective and competitive service delivery a performance culture needs to be developed at all levels of the organisation.

Our performance culture contributes to increased job satisfaction and opportunity by focusing on continual improvement at individual, team and organisational levels. This will involve:

- Within an agreed timeframe, review and measure the services we provide.
- Cooperatively exploring and implementing innovative ways to improve our services.
- Embrace value added change.
- Excel in customer service.
- Demonstrate constructive leadership behaviours.

We recognise that to achieve and maintain our performance culture, our most important asset is our people.

The Delivery Program and Annual Plan set out our response to Wollongong 2022 Community Strategic Plan and detail our priorities for the city. The Parties agree our performance at all levels of the organisation plays an important role in the implementation of the Plans.

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

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

The Parties are committed to ensuring that our performance management system supports the delivery of the organisation's strategic outcomes, and community goals.

The Parties agree that during the life of the agreement Wollongong City Council will undertake and complete a review of the performance management system.

The Parties understand that the system of performance management is impacted by other employee related systems and disciplines including but not limited to, job evaluation and salary grading, job descriptions, position classification and profiles, skills and capabilities. These areas will be considered during the review.

In undertaking a review of the current performance management system, Wollongong City Council will consider how the current performance management system is impacted by remuneration policy.

The Parties agree that learning and development is an important cornerstone of an effective performance management system, and should therefore be considered a component of any future system.

The Parties will work cooperatively towards the review and implementation of a performance and development system that will help deliver our community goals.

## 7 COMMITMENTS

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The Parties agree that the best approach to developing a performance culture is through the establishment and commitment to:

- A culture of safety and wellness through ongoing demonstration of constructive safety behaviour and leadership.
- An Enterprise Agreement which enables management, unions and employees to identify, evaluate and implement quality services and products.
- Encouraging innovation and progress through the application of technological change initiatives.
- Manage and implement organisational change in accordance with the Organisational and Operational Change principles.
- Manage workplace change through communication, the sharing of information and the provision of sufficient resources, support and training to ensure that change is implemented in a timely manner.
- Review and remove identified restrictive work practices.
- Enhancing employment through being competitive.
- To provide employment conditions that are fair, sustainable and support the wellbeing of employees.
- Council has a priority to employ its own skilled workforce in the provision of services where it can be demonstrated this is an effective and efficient delivery of services and provides best value for money to the community.
- Market testing for external contracting of services will continue to be done in an open and transparent manner. The Parties recognise that our competitive performance as an organisation requires us to provide quality and cost effective services.
- The Parties recognise there have been and there are currently some services that are contracted out as a result of consultation between the Parties. Council recognises this consultation will continue to occur during this Agreement.
- Through consultation, workforce planning, performance management and providing individual development opportunities, Council is able to gain the best from the capabilities of its employee.
- Flexible working conditions, including family friendly arrangements that complement the needs and future direction of the organisation.
- Wollongong City Council being recognised for offering quality services, value for money for ratepayers, and a model employer.



- **Long Service Leave Monitoring**

The Parties agree that during the life of the Agreement Council will monitor accumulated staff Long Service Leave balances. The Parties agree that it is important for staff to maintain a healthy work/life balance which includes taking leave entitlements each year. Taking leave can be beneficial by reducing absenteeism, increased productivity, improved staff contentment, staff development through leave relief opportunities and reduced leave liability for Council. Significant accumulated leave balances can have a detrimental effect on the wellbeing of an employee along with their work performance. Council is committed to encouraging staff to use leave for the purpose of having a substantial break annually or to take smaller breaks through the year. Strategies to accomplish this may include, but are not limited to:

- Utilisation of accrued leave as part of a Transition to Retirement plan.
- Increased focus on business units planning staff leave in advance.
- Supervisors regularly monitoring leave balances. Supervisors have access to leave balance reports.
- Supervisors discussing leave balances and accessing leave with employees.
- Council agrees to developing a sustainable program of cadets, apprentices and trainees linked to the workforce strategy and plans.
- The parties agree to explore options in the relation to remote working provisions.
- The parties are committed to work collaboratively and constructively to review the City Cleansing (including toilet cleaners, compactors, street sweepers and mechanical broom) and Stores Services in accordance with Clause 12 of the Enterprise Agreement. Upon agreement, proposal/s will be implemented as soon as practical and will be subsequently formalised into the 2021 Enterprise Agreement.
- The parties are committed to work collaboratively and constructively to implement the change of hours arrangements for the Whytes Gully operations through the Change Management Process by 31 October 2018.

## 8 VISION STATEMENT

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

## 9 COUNCIL'S MISSION

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

## 10 COUNCIL'S VALUES

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We are proud to provide services that are valued by the people of Wollongong, we will:

- Maintain integrity and earn trust.
- Treat customers as we want to be treated.
- Use the community's money wisely.
- Bring out the best in each other.

## 11 CONSULTATION

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

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

Consultation is the process of sharing of information and the exchange of views between management, employees and unions to ensure that a genuine opportunity is provided to contribute effectively to the decision making process. It provides:

- Management, employees and unions to have the opportunity to provide input and put forward considered views within identified timeframes.
- All affected Parties understand the nature and impact of the change before a final decision on implementation is made.
- Consideration being given to the issues and concerns raised by the Parties before a final decision on implementation of change is made.

## 12 OBJECTIVES

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

The Parties recognise the following objectives:

### 12.1 DELIVERY OF SERVICES

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

### 12.2 CHANGE

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

### 12.3 PEOPLE

Attract, develop and reward employees to maintain a committed, capable and responsive workforce.

### 12.4 SUSTAINABILITY

To ensure we can continue to provide quality assets and deliver effective services into the future, Council is committed to achieving integrated sustainability through the interlinked areas of environmental, social, economic and governance activities.

#### **OBJECTIVE 1 – Delivery of Services**

##### *12-4-1.1 Introduction*

Our objective is to develop an organisation focussed on the customer and to deliver services that are efficient, on-time, cost-effective and competitive.

The Parties recognise Council will make strategic decisions regarding the composition and structure of the workforce needed to deliver services and achieve efficiencies.

Opportunities to look at other ways of resourcing our services, including changing staff structures, shared services, establishment levels or delivery methods which will also be important in developing strategies.

The Parties will continue to assess Council's performance by reviewing the types of services, developing performance specifications, including market benchmarking with competitors, and comparing costs and quality of the service.

#### 12-4-1.2 *Service Reviews*

The Parties acknowledge that review of the provision of services of local work areas may occur, taking into account:

- The consultative process will involve training, technology and other resources needed to support change in local work areas.
- Services assessed as being able to be improved will be identified. The competitive gap and actions will be implemented to address the gaps.
- The Parties are committed through the consultation process to embracing and applying new technologies to improve service quality.

#### 12-4-1.3 *Process Reviews*

Process reviews are designed to achieve improvement in Council's operations. The purpose is to develop and implement performance specifications and redesign processes to achieve improvements in service provision.

#### 12-4-1.4 *Flexible and Responsive Working Practices*

Working hours and practices need to be flexible and consistent with the requirements of the community and customers and any change will be negotiated in accordance with the consultative process. Flexibility to meet these requirements is crucial to the provision of services.

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

To respond to changes in service delivery flexibility of the workforce in terms of composition, capability and skills will be essential.

Any changes to work practices will be managed in accordance with Council's Policies and Procedures.

### **OBJECTIVE 2 – Change**

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

We will apply a Change Management framework to manage the people side of change. This structured approach will be applied to ensure employees understand, adopt and have the ability and skills to manage change. We recognise that organisational change requires individual change and understand results depend on individual transitions and that there are costs and risks of mismanaging the people side of change.

To increase productivity, contain costs and provide quality services, change will be required of the workforce. This may include retraining, redeployment, management of vacancies across the organisation, Transition to Retirement opportunities, or other strategies conducted in consultation with employees.

Changes in the focus of Council's core business and service delivery impacts the workforce. Flexibility of the workforce to respond to these changes in terms of composition, capability and skills will be essential to achieving organisational change.

Any changes to workforce structure or composition associated with service delivery changes will be managed in accordance with Council's Policies and Procedures.

The Parties recognise and accept that organisational and operational change is ongoing to ensure the provision of services, as well as achieving the employees' expectation of ongoing employment.

To achieve the above objectives, the Parties will apply the following approach:

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

#### 12-4-2.1 Organisational and Operational Change Process

The process will include:

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

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

- Changes in the composition, operation or size of the workforce in a Division/Branch or the skills required of employees.
- The restructuring of jobs.
- Changing work practices.
- Implementation of new technology and processes of work.

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

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

#### **Stage 1**

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

#### **Stage 2**

The change may be implemented within five (5) working days of the above notification unless a party to the consultation process:

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

- A party can apply for an extension or a reduction of time to the cooling off period with the onus on the party applying for the change to provide the grounds for wanting to vary the cooling off period.
- During the cooling off period, a party can arrange a meeting with management and relevant union officials/delegates in an attempt to resolve the matter in accordance with the grievance procedure or shall notify the Industrial Relations Commission of a dispute under the [Industrial Relations Act 1996](#).
- A change may be implemented during or after the 21 day cooling off period subject to resolution being reached by the Parties or by decision of the Industrial Relations Commission.

### Stage 3

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

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

## OBJECTIVE 3 – People

### 12-4-3.1 Learning Organisation

People are critical in delivering services and business outcomes and as such it is important to ensure a capable and flexible workforce. It is important for Council to attract people with the best skills and capabilities for each role.

Council is committed to encourage and support ongoing learning among our people to maintain and develop the capabilities required to meet current and future personal and organisational needs. Council will provide a learning program that addresses current and emerging organisational needs.

Council will use technology to support learning and will have ongoing monitoring and evaluation of the effectiveness of learning and development strategies.

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

- The development of a learning organisation based upon teamwork, flexibility, competency in skills and opportunities for development.
- Understanding that through learning, change can be accepted and integrated as a natural process.
- Focusing on encouraging and supporting employees in a learning process aimed at achieving a continuously improving organisation.
- Developing structures and processes which create and support positive working relationships based on promoting learning.
- Developing and implementing organisational structures and processes that support review and assessment at all levels.
- Provide leadership, advice and support to the organisation in successfully implementing strategies.
- Review, monitor and report on implementation of strategies to the Joint Consultative Committee and our employees.

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

- Ability to learn quickly and respond to changing business requirements.
- Providing services using flexible and responsive working arrangements while recognising the needs of employees.
- Creating learning teams/structures.
- Rewarding skills development and continuous learning.
- Receiving regular performance feedback.
- Encouraging and rewarding innovation and creativity.

### 13 EMPLOYMENT SECURITY

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

- i Wollongong City Council is committed to providing ongoing employment for people who demonstrate a commitment to satisfactory performance.
- ii This commitment to providing ongoing employment is supported by recognising the need for workplace reform, competitive service provision and best practice.
- iii Wollongong City Council has a preference to continue to be a major employer in the region through achieving sustainable and competitive service delivery.
- iv In realising the objectives of this Agreement, it is understood that improvements in productivity, efficiency, and reliability will have a direct effect on enhancing ongoing employment for Council employees.
- v Where the employee's role is altered or varied due to workplace change, Wollongong City Council is committed to explore redeployment and/or retraining opportunities suitable for such employees. The employee may be offered, or the employee may enquire, if Voluntary Redundancy is available in accordance with the Voluntary Redundancy provisions (refer to Employment Policies and Procedures – Clause 24 Voluntary Redundancy, which is not incorporated in the terms of this Enterprise Agreement).
- vi Council is committed to the principle of 'forced redundancy as a last resort'. Council will actively work with surplus employees within the 12 month period following a decision that displaces the employee to retrain or redeploy them within Council.

### 14 EMPLOYMENT FLEXIBILITY

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

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

Flexible hours may involve changing starting and finishing times, rostered days, shift work, Flextime, staggered hours, compressed working weeks and a range of other flexible working practices including longer or shorter working weeks. In addition, family friendly arrangements such as flexible work schedules, flexible leave arrangements, paid and unpaid Parental Leave, Carer's Leave, and employee information and referral programs contribute to making work an easier place for employees with family responsibilities. To enhance the family friendly working environment Council will ensure that all leave policies are applied with fairness and equity.

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

#### 14.1 **JOB SHARING**

Job sharing is an arrangement in which employees voluntarily share one full time job. Each employee works part of the position on a regular and ongoing basis (refer to Employment Policies and Procedures – Clause 11 Job Sharing Guidelines, which is not incorporated in the terms of this Enterprise Agreement).

#### 14.2 **PERMANENT PART TIME EMPLOYMENT**

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

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

A part time employee may be asked to work additional hours to their designated normal hours. Where a part time employee works additional hours during their working week the additional hours will be paid as normal hours up to a total of 35 hours for the week.

#### 14.3 **EMPLOYEE ROTATION AND SECONDMENT**

Employee rotation and secondment is an arrangement whereby employees are provided with an opportunity to perform a range of different job roles for agreed periods of time. Where an employee applies for a secondment outside their Division, the employee shall advise their Divisional Manager prior to making application. In accordance with the Temporary Transfer of Employees policy, the Divisional Manager may discuss this with the employee (refer to Employment Policies and Procedures – Clause 22 Temporary Transfer of Employees and Clause 12 Lateral Transfer, which are not incorporated in the terms of this Enterprise Agreement).

#### 14.4 **TEMPORARY EMPLOYEES**

Where there is organisational need for temporary employment, the Parties agree that the term is specified. Pay rates and conditions are in accordance with the Agreement, however, no temporary position shall remain for a period greater than 12 months' duration, or 24 months for temporary coverage for Parental Leave purposes (Section 351 Local Government Act 1993) or as otherwise agreed between the Parties. The engagement of Temporary Employees under this Clause shall be in accordance with Clause 7 of Engagement of Temporary and Casual Staff in the Employment Policies and Procedures (which is not incorporated in the terms of this Enterprise Agreement). Temporary employees shall be provided with written advice from Human Resources, giving details of their start and finishing dates. Temporary appointments to a regulatory position will require the responsible Divisional Manager to ensure the appointee has met the criteria relating to the role.

#### 14.5 **CASUAL EMPLOYEES**

Employees who are engaged on a day to day basis, or alternatively are on call to fill vacancies or to meet particular employment needs, shall be classed as casual employees for the purposes of this Agreement. The number and pattern of hours worked by a casual employee will be different to permanent and temporary employees. Provisions will exist for casual employment within all categories of classifications. Casual employment provisions are not designed to erode full time employment positions within Council. (Employment of casuals not in accordance with these provisions shall be subject to consultation.)

Casual employees will be paid a casual loading (refer to Clause 54.5 Casual Loadings) to compensate for loss of other employment provisions. However, a casual will have entitlements in accordance with the Long Service Leave Act.



#### 14.6 LIMITED TERM EMPLOYEES

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

Where such projects/tasks cannot be completed by Council's existing resources, this Clause sets out the conditions under which Council may employ employees for Limited Term Employment (refer to Employment Policies and Procedures – Clause 13 Limited Term Employment, which is not incorporated in the terms of this Enterprise Agreement).

Limited Term Employment means employment for a period of between one (1) year and five (5) years, and only for the purpose of undertaking work which cannot be completed by Council's existing resources.

Limited Term employment can also be used to temporarily replace an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work and leave arrangement following consultation with the relevant union.

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

#### 14.7 FLEXIBLE HOURS OF WORK AND FAMILY FRIENDLY WORKING ARRANGEMENTS

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

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

Flexible hours may involve changing starting and finishing times, rostered days, shift work, Flextime, staggered hours, compressed working weeks and a range of other flexible working practices including longer or shorter working weeks. In addition, family friendly arrangements such as flexible work schedules, flexible leave arrangements, paid and unpaid parental leave, Carer's Leave, childcare advice and employee information and referral programs contribute to making work an easier place for employees with family responsibilities. To enhance the family friendly working environment Council will ensure that all leave policies are applied with fairness and equity.

Breastfeeding facilities are provided within the basement First Aid Room offering a secure private facility for employees to use. Use of the facility is the choice of the individual.

#### 14.8 CHANGING POSITIONS

Council recognises employees need to manage the demands of work with their other life activities. Where business and individual needs can continue to be met and there are benefits to both Council and the employee, Council through mutual negotiation with the employee and the union, will support a permanent employee who requests a permanent move to a lower paid position due to personal reasons not relating to a disciplinary, performance, complaint or workplace relationship issue. A move will depend on availability of vacant positions.

In order to move to another position a person will need to vacate their substantive position. A move to another position can involve a change in working arrangements and hours of work. A person requesting a change of position should not benefit from the change.

#### 14.9 EXTERNAL/GRANT FUNDED EMPLOYMENT

To perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding. Employment can be renewed as the external funding is renewed and employment terminates when the funding is discontinued.



#### 14.10 MULTIPLE EMPLOYMENT

An employee who is employed in a second position as a result of a merit based recruitment action will be treated as a separate and distinct engagement from the employee's original employment. The employee will have a payroll number for each position and accruals will occur separately for each position.

#### 14.11 TRANSITION TO RETIREMENT

Council's [Transition to Retirement Policy](#) is a tool which has been created to provide employees nearing retirement with a range of flexible work practices to support them in making the transition from the workplace to retirement (refer to Council's [Transition to Retirement Policy](#), which is not incorporated in the terms of this Enterprise Agreement).

### 15 YOUTH EMPLOYMENT (CATS)

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Following an Expression of Interest amongst the classification allowing for Lateral Transfer and upon the successful completion of training, the cadet, apprentice or trainee can be directly appointed into a suitable role at the appropriate grade for the position being transferred into, subject to satisfactory performance, organisational/operational capability, funding and/or succession planning arrangements.

### 16 HEALTH AND WELLBEING

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The Parties to this Agreement recognise that workplace health and wellbeing programs can lead to positive outcomes such as improved work performance and productivity, improved recruitment and engagement, reduced absenteeism and other benefits.

Council has an employee health and wellbeing program available to all employees and is committed to regular review and ongoing development of the program.

### 17 PERFORMANCE INDICATORS

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- 17.1 Performance indicators are identified in Clause 18 Performance measures. The Parties will cooperate to achieve the targets and shall be used to measure organisational performance over the life of this Agreement.
- 17.2 Productive performance is best measured by a collection of indicators that aim to reflect the total capabilities of the organisation.
- 17.3 The performance indicators and targets will be monitored and reviewed by the Joint Consultative Committee on a monthly basis and corrective action plans developed, where appropriate, immediately following such reviews.
- 17.4 The performance indicators and targets may be amended by the Joint Consultative Committee during the life of the Agreement. Amendments may reflect alterations to indicators or adjustment to targets based on the following:
- i A change in policy direction which is established in accordance with the Policy Change Process.
  - ii Improved performance as a result of implementation of best practice principles.
  - iii The results of benchmarking studies. This will assist in identifying industry standards as well as priority areas for further benchmarking studies.
  - iv Changes in the external operating environment.

- 17.5 The process of review and continuous improvement will ensure that performance indicators are both an accurate and equitable reflection of overall Council productive performance.

## 18 PERFORMANCE MEASURES

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### 18.1 SICK LEAVE

*Description*

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

*Indicator*

Equivalent days per person per annum.

*Target*

- 1/7/2018 – 7 equivalent days
- 1/7/2019 – 7 equivalent days
- 1/7/2020 – 7 equivalent days

### 18.2 CARER'S LEAVE

*Description*

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

*Indicator*

Equivalent days per person per annum.

*Target*

- 1/7/2018 – 0.3 equivalent days
- 1/7/2019 – 0.3 equivalent days
- 1/7/2020 – 0.3 equivalent days

### 18.3 WORK HEALTH AND SAFETY

*Description*

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

*Indicator*

- Lost Time Frequency Rate (LTFR) – Measures the number of lost time injuries for every one million hours worked by employees. This is calculated on a rolling 12 month basis which is cumulative and then annualised for the period.
- Lost Work Days Due to Lost Time Injuries (LTI) – Measure shows total number of work days/shifts lost as a result of all LTIs and includes new lost time injury accident days and accident days lost due to recurrence.

*Target*

Target for both LTFR and LTI is zero.

## 19 EMPLOYMENT POLICIES

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- 19.1 The purpose of policies is to define standards and procedures to be applied to ensure compliance by all employees with legislative and organisational requirements. The Parties to this Enterprise Agreement understand the value of policies in forming an important aspect of the employment relationship.
- 19.2 It is acknowledged by the Parties that by having a number of policies annexed to this Enterprise Agreement will allow greater flexibility during the period of the agreement. The terms of the annexed policies do not form part of the terms of the Enterprise Agreement.
- 19.3 During the term of the Enterprise Agreement, the policies set out in the Employment Policies and Procedures may be varied or amended or a new policy introduced, after consultation between the relevant unions/s and management as defined by the Policy Change Process below.
- 19.4 **POLICY CHANGE PROCESS**
- 19.4.1 Following initial consideration by management, proposals by a party for changes to policies or implementation of new policies will include:
- i Communication to affected unions and employees on the suggested changes to be made to a policy.
  - ii Explanation on the need for changing a policy or introducing a new policy.
  - iii Providing the likely impacts of changes to a policy or introduction of a new policy.
  - iv Outlining the desired outcomes from changing a policy or introducing a new policy (if available).
  - v Providing information and data to employees and unions relating to the changed policy or new policy.
  - vi Discussion to take place with affected employees and unions to identify and investigate issues arising from the changed policy or new policy.
  - vii Providing feedback on outcomes of investigations to employees and unions through the Joint Consultative Committee.
  - viii Assessing if there is an opportunity to trial the changed policy or new policy.
  - ix Timeframe for implementing changed or new policy.
- 19.4.2 This information will be provided to the Joint Consultative Committee in the first instance and prior to any other action being initiated.
- 19.4.3 At the conclusion of the Policy Change Process, the union and its members will have 28 days to respond to the proposed changed policy or new policy.
- 19.4.4 Where the consultation process has concluded and there is disagreement to the proposed changed policy or new policy, the process below will be implemented:
- 19.4.4.1 Stage 1 – A party to the consultation process shall notify the other party that they regard the consultation period has been exhausted.
- 19.4.4.2 Stage 2 – The proposed changed policy or new policy may be implemented within five (5) working days of the above notification unless a party to the consultation process:
- i Notifies in writing that it seeks a 21 day 'cooling off period' which will apply from the date of the notification advising consultation has been exhausted. There will be no industrial action during the cooling off period and the status quo (existing prior to the proposed change) shall apply.

- ii During the cooling off period, a party can arrange a meeting with management and relevant union officials/delegates in an attempt to resolve the matter in accordance with the grievance procedure or shall notify the Industrial Relations Commission of a dispute under the [Industrial Relations Act 1996](#).
  - iii A proposed changed policy or new policy may be implemented during or after the 21 day cooling off period subject to resolution being reached by the Parties or by decision of the Industrial Relations Commission.
- 19.4.4.3 Stage 3 – If no dispute has been notified to the Industrial Relations Commission or no grievance procedure meeting arranged within the 21 day cooling off period, the proposed changed policy or new policy may be implemented after the expiry of the 21 day cooling off period.

## 20 APPOINTMENT

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- 20.1 Council's Appointment Policy is stated in Clause 1 of the Employment Policies and Procedures document, and as varied from time to time, will apply. The Appointment Policy does not form part of this Agreement.
- 20.2 Prior to the application of the Appointment Policy, the provisions of the Lateral Transfer Policy may be applied (which is not incorporated in the terms of this Enterprise Agreement).

## 21 REGRADING POLICY

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- 21.1 The Parties recognise and accept that the Skills and Performance Management Assessment System (SPMAS) is the primary means to be used by employees to access wage and salary increases based on performance and all employees will be reviewed on an annual basis.
- 21.2 Underpinning this is the Regrade Policy which serves as a safety net to address circumstances which are causing an employee to be disadvantaged. Each case is to be determined on its own merits. Some examples may be:
- significant changes in an individual's job responsibilities and/or duties
  - key requirements of the position have changed
  - the primary content of the work associated with the position has changed
  - performance within the position at a higher level than currently remunerated
  - changes to skill sets which add measurable value to the position.
- 21.3 Any employee who fails to demonstrate the expected level of performance and capability requirements for their current rate of pay for their position is not eligible to apply for a regrade (rating of 1 in any area of the SPMAS).
- 21.4 Council recognises the need to retain and motivate its employees through recognition and reward of performance. The Regrade Policy provides management and employees with clear guidelines to implement a regrade process which is applied consistently across the organisation, ensures equity of access and is fair.
- 21.5 All employees are eligible to apply or be considered for regrading at any time on the basis of meeting the required criteria outlined in the regrade procedures.
- 21.6 An employee may take an employee representative to any meeting held to discuss their Regrade application.

21.7 For information refer to Employment Policies and Procedures – Clause 19 Regrading Policy (which is not incorporated in the terms of this Enterprise Agreement).

## 22 HIGHER GRADE PAY

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22.1 Higher grade payments are intended to fairly remunerate employees when acting in positions at a higher level which is vacant or the holder is on leave or on secondment. Where an employee has relieved in a higher position continuously for a period of three (3) calendar months or more, all approved leave, ie Annual Leave, Sick Leave, Carer's Leave, Long Service Leave and Paid Parental Leave taken by the employee immediately at the end of that period, will be paid at the higher rate of pay for a maximum of 10 weeks.

22.2 If in a three (3) month period a total aggregate of not more than five (5) working days are worked at the lower classification this will be deemed not to have broken continuity.

22.3 If a public holiday is observed during a period an employee is acting in a higher grade position, the employee's pay for the public holiday will be calculated at the higher grade rate of pay.

22.4 Employees relieving in a higher position will be paid up to two (2) days Sick Leave at the higher pay rate during a four (4) week period.

22.5 Employees acting in positions that have been through the evaluation process will be remunerated at the entry level for the position unless otherwise agreed. The Division Manager may place a person above the entry level where the employee's substantive rate of pay is above the entry level or previous experience of the role supports a higher grade.

22.6 Higher grade payments will apply to Flex Leave only where:

- i Flex Leave is taken with Annual Leave to form a block of leave of at least one (1) week.
- ii For each one (1) week block of Annual Leave, Flex Leave can be taken as part of the block. Prior approval is required by the Divisional Manager.

### 22.7 NON-ELIGIBILITY

22.7.1 Higher grade pay will not be paid to employees in the following situation:

- i Any employee who is directed to perform work in a higher grade for the purposes of training, provided that the work performed is less than the normal duties of the higher grade position.
- ii Apprentices, cadets and trainees who are employed in training positions are not eligible for higher grade pay.

22.7.2 In making the decision on the placement of personnel for relief work and determination of the grade of pay, the following should be considered:

- i Is the person being utilised on a training program?
- ii Is the incumbent person enjoying a rate of pay which is higher than normal for their position?

22.7.3 These two (2) factors have to be determined as it should be made clear to the relief in cases where the higher grade pay will not be the same as the incumbent person.

### 22.8 WAGES EMPLOYEES

22.8.1 If an employee is directed by their supervisor or other management to work at a grade higher than their normal classification, they will be paid for that relief. If this relief is for a period of more than four (4) hours they will be paid the higher grade for their full ordinary shift.

22.8.2 The decision to relieve an absent employee for a period of time must be based upon the risk and conditions associated with the work activities being undertaken or due to be undertaken during the shift/s.

## 22.9 SALARIED EMPLOYEES

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

22.9.2 No higher grade pay is to apply for less than one (1) full working day, or for periods of Flex Leave.

22.9.3 For information refer to Employment Policies and Procedures – Clause 8 Higher Grade Pay (which is not incorporated in the terms of this Enterprise Agreement).

## 23 FLEXTIME

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23.1 It is Council's objective to allow employees flexible working hours to enhance a high morale. To this end Council has adopted a Flex Leave Policy and the following procedures shall apply.

23.2 Flextime is designed to allow employees maximum flexibility in determining their own working hours, in agreement with their supervisor. Constraints will be that present work outputs and service to the public must not be reduced and overtime must not increase. Accordingly, all time arrangements will be made in prior agreement with supervisors and managers.

### PROCEDURE

#### 23.3 COOPERATION AND SUPERVISION

23.3.1 Because of the varying requirements of each unit or section, it is not practicable to specify operating guidelines under Flextime any further than those outlined herein. It is considered appropriate to leave these matters to the discretion of the Divisional Manager.

23.3.2 It is essential for the smooth running of any large organisation that there be cooperation and adequate supervision. These two (2) factors apply to a very large extent under Flextime.

23.3.3 Employees must at all times obey directions given by their supervisors regarding hours of attendance. If a supervisor directs any of their employees to commence or cease work at a time at which the individual would prefer to be absent, the supervisor's directions are to be followed.

23.3.4 It is essential therefore that all employees working Flextime be aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be cooperation between employees, supervisors and management in planning of working times so that during Flex Periods resources are available to service the needs of the public, other divisions and organisations, and to enable the continuance of inter-office communications and services. This has to be carefully balanced against the objective of the system that employees should be afforded maximum flexibility in choosing their working hours consistent with the requirement of the system and the ultimate achievement of the group's and the division's work objectives.

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

## 23.4 ELIGIBILITY TO PARTICIPATE

- 23.4.1 Most employees will be eligible to participate in Flextime. The exception to this will be employees whose duties require them to work fixed hours or shift work.
- 23.4.2 The degree to which employees will be able to avail themselves of the benefits will, of course, vary depending on such aspects as the designation and classification of officers, the duties of their positions, the location of section, absence of other officers etc. Not all employees will be able to enjoy the full benefits of Flextime but it is the Council's wish that the maximum freedom possible within the constraints of efficient operations be afforded to all employees.
- 23.4.3 The General Manager will, at all times, retain the right to determine who may be excluded from participation.

## DEFINITIONS OF COMMONLY USED TERMS

- 23.5 Before proceeding to study the terms and conditions of Flextime, you should make yourself familiar with the following terms used to describe the scheme:

i **Bandwidth**

Refers to that time between start of the morning flex period and the end of the afternoon flex period. This may be 6am to 6pm but the bandwidth for each section or for individuals will be set by the Divisional Manager.

ii **Standard Hours**

Standard hours of duty are those defined in the Wollongong City Council Enterprise Agreement.

iii **Normal Day**

A normal working day is as determined in the Wollongong City Council Enterprise Agreement.

iv **Core Time**

These are the periods during the day when all officers are normally required to be present, except where mutually agreed between Divisional Manager and employees concerned.

v **Flex Debit**

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

vi **Flex Credit**

A Flex Credit is an amount above the normal hours that one is required to work, eg if an officer has worked eight (8) hours on the one (1) day, they have a Flex Credit of one (1) hour for that day. Flex Credits are shown as "+".

vii **Flex Periods**

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

viii **Core Time Leave**

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

ix **Officer**

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



## PROVISIONS OF FLEXTIME

### 23.6 DAILY WORKING HOURS

23.6.1 The following details relate to daily working hours in general, subject to certain exceptions determined by Divisional Manager.

i **Earliest Starting Time** – 6am

ii **Latest Finishing Time** – 6pm

The maximum time which an officer can be requested to work as Flextime on any one (1) day is one (1) hour.

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

iii **Example of Daily Working Pattern**

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

iv **Core Time**

During the Core Time of 9.30 am to 12 noon and 2.00 pm to 4.00 pm, all officers must be in attendance unless on approved leave. This may be varied following prior agreement with the supervisor following consideration of operational needs subject to Clause 23.9.

v **Flex Period**

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

vi **Notification of Absence**

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

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

vii **Lunch and Tea Breaks**

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

## FLEX DEBIT AND CREDIT BUILD UP

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



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

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

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

Part time employees can accrue a maximum Flex Leave balance equivalent to the total hours of their normal working week. Subject to the operational requirements and approval by the Divisional Manager, part time employees may undertake additional hours work (excess to that contracted hours of work) that can be used for Flex Leave purposes.

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

- ii **Flex Debit** – The maximum Flex Debit at any one time is one (1) normal working day, without the approval of the Divisional Manager.
- iii **Taking of Flextime** – Employees have the ability to take more than three (3) Flex Days per week with Manager approval based on project load.

#### CORE TIME LEAVE

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

- i Prior approval of the supervisor must be obtained (verbal approval only is required);
- ii The full extent of Core Time may be taken up to three (3) consecutive days. Any days above the three (3) days requires Divisional Manager approval; and
- iii When Core Leave is taken on the day immediately preceding or after Annual Leave, such periods will not be included in any payment of higher duty allowance.

#### 23.10 OVERTIME

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

#### 23.11 WORKING AT OTHER OFFICES

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

When an officer is transferred to an office where Flextime is not in operation, they should take advantage of any accrued Flextime Credit within one (1) fortnight of their transfer.

Where a wages employee relieves in a salaried position that provides Flex Leave arrangements, any Flex Leave accrued during the period is to be taken prior to resuming their substantive wages position. Where this is not possible, approval of the Divisional Manager is required so that this Flex Leave is converted to Time-in-Lieu.

### 23.12 NOTIFICATION OF TERMINATION

When an employee gives notice that they wish to terminate, participation in Flextime automatically ceases. Any debit existing three (3) days before termination will be deducted as Leave Without Pay.

Where a credit balance exists the officer will be entitled to take this time where practicable and agreeable to their supervisor. Credit balances will be paid out up to a maximum of 35 hours.

### TIME RECORDING

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

23.14 The basic document is an individual Timekeeper Form.

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

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

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

23.18 On ceasing duty for the day, officers are to enter the time of finishing work.

23.19 If leave has not been previously approved, a Leave Form is to be submitted to the supervisor.

23.20 At the end of each week, officers are to review and validate their timesheets and submit them to their supervisors for approval.

23.21 Timesheets for the previous week must be submitted and approved by close of business the following Monday.

### SUPERVISOR'S RESPONSIBILITY

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

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

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

## 24 WEEKEND PENALTY RATES

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Each employee who is normally rostered to work ordinary hours on Saturday, Sunday and public holidays will be paid in accordance with the following:

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

## 25 OVERTIME

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- 25.1 Council may require any employee to work reasonable overtime on any day.
- 25.2 All overtime must be directed and approved by a supervisor prior to being undertaken. Except as otherwise prescribed by this Agreement, any employee who is directed by the Divisional Manager or other employee authorised by Council to work:
- i In excess of their ordinary hours of work, will be paid for all time at the rate of time and one half for the first two (2) hours worked and double time thereafter.
  - ii Overtime worked on Sundays or on a public holiday will be paid for at the rate of double time.
- 25.3 When an employee, after having unplanned worked overtime, finishes work at the time when reasonable means of transport are not available and where an employee does not have their own vehicle at work, Council will provide a conveyance to their place of residence. Failing the provision of this transport, the employee will be paid ordinary rates of pay for the time it would reasonably take them to reach their home, together with any reasonable travelling expenses incurred.
- 25.4 An employee who is on call and is required to attend a worksite, or is recalled to work overtime after leaving their place of work, will be paid a minimum payment of four (4) hours pay at the appropriate overtime rates of pay.
- 25.5 Where an employee is contacted after hours and undertakes a substantial task requiring their attention over a period of time from a remote location, ie their home, they will be paid a minimum payment of four (4) hours pay at the appropriate overtime rates of pay.
- 25.6 Subsequent call outs/recalls within that four (4) hour period will not attract an additional payment. When calculating the hours worked on a call out, travelling time, using the most direct route from and to an employee's home, will be taken into account.
- 25.7 The Recall of Employee provisions do not apply for overtime worked of less than three (3) hours duration under the following circumstances:
- i For the purpose of changing shift rosters; or
  - ii Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
  - iii Where a shift is worked by arrangement between the employees themselves.
- 25.8 **MEAL BREAKS**
- 25.8.1 An employee who works two or more hours overtime immediately after the completion of a normal day is entitled to a 30 minute paid meal break. The meal break may be taken at the commencement of the overtime period or later by mutual agreement.
- 25.8.2 An employee is entitled to another 30 minute paid meal break after each period of four (4) hours overtime, provided that they work a further hour. Meal breaks may be of up to one (1) hour duration by agreement but a maximum of 30 minutes will be paid.
- 25.9 **SATURDAY, SUNDAY AND PUBLIC HOLIDAYS**
- 25.9.1 If an employee works five (5) hours or more, but not exceeding nine (9) hours, a 30 minute meal break will be paid.
- 25.9.2 Meal breaks are paid breaks in these circumstances. The appropriate meal allowance will also apply. A further meal allowance shall be paid after each subsequent four (4) hours worked.

## 25.10 MEAL ALLOWANCES

Allowance		Plus 2.5% as at 1/07/2018	Plus 2.5% as at 1/07/2019	Plus 2.5% as at 1/07/2020
Meal	Per shift	\$20.58	\$21.10	\$21.62
Meal Thereafter	Per shift	\$21.57	\$22.11	\$22.66

## 25.11 OVERTIME CONTINUOUS WITH THE ORDINARY DAY'S WORK

25.11.1 Where an employee is instructed to work overtime for two (2) hours or more, irrespective of whether these hours are worked continuously or are broken by the taking of a meal break, the employee will be paid a meal allowance.

25.11.2 Thereafter, a further meal allowance shall be paid after each subsequent four (4) hours worked.

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

25.11.4 Overtime not continuous with the ordinary day's work.

25.11.5 Where an employee is instructed to work overtime for four (4) or more hours, irrespective of whether such hours are worked continuously or are broken by the taking of a meal break, the employee will be paid:

- i A meal allowance where the employee works five (5) hours or more.
- ii Thereafter, a further meal allowance shall be paid after each subsequent four (4) hours worked.

## 26 HOURS OF WORK

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

26.2 The ordinary hours for all employees will not exceed on average, 35 hours per week. Except as otherwise provided (refer to Clauses 26.9 and 26.10), the span of hours for ordinary hours are within the hours of 6am to 6pm.

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

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

### 26.5 SPECIAL CIRCUMSTANCES

26.5.1 Where special circumstances (eg operational requirements, community service needs) arise which require work to be performed outside of the usual hours for that work, management, the employees concerned, and their union/s, shall discuss the circumstances and develop new arrangements. Agreement on the new arrangements shall not be unreasonably withheld.

26.5.2 Management will give the employees concerned and their union/s no less than seven (7) days' notice of the implementation of the change.

### 26.6 SHORT TERM SHIFT WORK

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

## 26.7 MORNING TEA AND MEAL BREAKS

- 26.7.1 Morning tea breaks for all employees for duration of no longer than 15 minutes will be taken at the location where the employee is working at the time. Where the location is not practically suitable due to safety or other serious concerns, an alternative nearby safe location may be used. An alternative location needs to be a short distance from the worksite to ensure the duration of the break is not excessive.
- i Salaried employees will be provided with coffee, tea, milk, sugar and biscuits by Council.
  - ii Level two of the Administration Building will be retained for employee's facilities.
  - iii Wages employees shall have access to a safe and appropriate amenity for morning tea breaks when operating away from their starting place of work (depot, library, community and/or administration building). As a minimum, staff working away from their starting place of work will have access to:
    - a Toilet facilities
    - b Wash up facilities
    - c Clean water
- 26.7.2 A meal break of at least 30 minutes should be taken following five (5) hours of continuous work.
- 26.7.3 It is agreed and accepted that alternative flexible meal break arrangements can be negotiated between supervisors and staff.
- 26.7.4 If a crew receives sufficient notice that they will be required to work through their scheduled lunch break, the crew will take their lunch break when practicable prior to having worked five (5) hours.
- 26.7.5 Employees engaged in the following types of work: mechanics for plant breakdown, concrete finishing, crematorium and cemetery activities, and emergencies that are unable to be stopped or rescheduled, under direction of their supervisor or other management, who are required to work through their lunch break will be paid at overtime rates for the time worked beyond five (5) hours. A lunch break will be taken when the work is able to be stopped.

## 26.8 REST BREAKS

- 26.8.1 An employee will be required to have a rest break of 10 hours duration after concluding ordinary duties or overtime and prior to recommencing ordinary duties on the next day.
- A 10 hour break is defined as:
- i An employee working overtime which is continuous after completing their ordinary shift, will not return for their next ordinary shift until the employee has had a 10 hour continuous break after completing their overtime. The 10 hours commences at the time the overtime work finishes. It is incumbent on the employee to take a 10 hour break and the only time an employee can return to work without having a 10 hour break is when they have been directed by their supervisor to return to work prior to having a 10 hour break.
  - ii An employee working overtime arising from being called back to work after completing their ordinary shift shall not return to work until they have had a 10 hour continuous break after completing their call out. The 10 hours commences at the time the call out work finishes. It is incumbent on the employee to ensure they have had a total of 10 hours break and the only time an employee can return to work without having a 10 hour break is when they have been directed by their supervisor to return to work prior to having a 10 hour break.
  - iii After a 10 hour break the employee will work the remainder of their next ordinary shift and be paid for the whole of their ordinary shift. If an employee does not return to work for the remainder of their next shift, leave will need to be taken for the remainder of the shift.

- iv Where, at the direction of the supervisor, an employee is required to return to work without having a 10 hour break the employee will be paid double time for their next ordinary shift.
- v If a person commences work without having had 10 hours break and not having been requested by their supervisor, they will be directed to return home until they have had a 10 hour break. Payment of double time for not having had a 10 hour break will only occur if prior approval has been obtained from the supervisor to return to work without having had a 10 hour break.

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

## 26.9 HOURS OF WORK – WAGES EMPLOYEES

26.9.1 Except as otherwise arranged, the ordinary working hours for wages employees will not exceed 35 hours per week and will be worked in five (5) days, or shifts of seven (7) hours 46 minutes, each Monday to Friday inclusive, between the spread of hours of 6am to 6pm (unless otherwise provided – refer Clause 54.6.2).

26.9.2 **Wash-Up Time** – All wages employees will not commence to wash-up more than 10 minutes before the end of the working day. Employees cannot leave the workplace in lieu of wash up time.

26.9.3 **Nine Day Working Period** – Council operates a nine (9) day working period arrangement for its wages employees in accordance with the Shorter Working Week undertakings endorsed by the Industrial Commission on 17 June 1982 and introduction of the 35 hour week in July 2001.

26.9.4 Where an employee is required to work on what would have ordinarily been a Rostered Day Off, and where it is agreed, they will be able to accrue a maximum of 35 hours. These arrangements will be subject to:

- i Council providing the employee with notice that they will be required to work their rostered day prior to the conclusion of the shift immediately preceding the scheduled Rostered Day Off.
- ii Employees providing a minimum of 48 hours' notice prior to taking an accrued rostered day. In cases of emergency the situation will be viewed on its merits.
- iii If a holiday occurs on an employee's roster day under a roster system an employee will be paid for their ordinary rate of pay for this roster day or another day off will be allowed.

26.9.5 **Senior Ocean Lifeguards or Ocean Lifeguards** – Thirty-five (35) hours per week, to be worked in six (6) days, including Saturday and Sunday and public holidays, as required.

Seasonal Ocean lifeguards (not including casuals):

- are entitled to three (3) days leave without pay during each season subject to operational needs;
- who are invited to return to the next season will have access to pools for training free of charge.

26.9.6 **Cleaners** – Hours will not exceed 35 per week or more than seven (7) hours per day, Monday to Friday inclusive, between the spread of hours of 4am to 7pm and not more than four (4) hours on Saturday between the spread of hours of 4am to 1pm; provided that there will not be more than two (2) shifts on any one (1) day (unless otherwise provided – refer Clause 54.6.2).

For Cleaners employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 5am and 9pm each day.



- 26.9.7 **Ranger Services** – Will not exceed 35 hours per week including Saturday, Sunday and public holidays as required; provided that the employee will be allowed two (2) full days off each week (unless otherwise provided – refer Clause 54.6.2).

For Ranger Services employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 5am and 10pm each day.

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

The ordinary working hours will neither exceed seven (7) hours 46 minutes per day nor, subject to shift arrangements:

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

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

- 26.9.9 **Storepersons, Tradespersons and Tradespersons Assistants – Shift Work** – Hours will neither exceed seven (7) hours, 46 minutes per day nor 35 hours per week, or 70 hours per fortnight and will be worked as follows:

- i **Day Shift** – Between the spread of hours of 6am to 6pm Monday to Friday.
- ii **Afternoon Shift** – Finishing after 6pm and before midnight Monday to Friday.
- iii **Night Shift** – Finishing after midnight and at or before 8am Monday to Friday.

- 26.9.10 **Pool Superintendents, Assistant Pool Superintendents and Pool Attendants** – Hours will not exceed 70 per fortnight to be worked as rostered, Monday to Sunday, including public holidays; provided that at least two (2) days are allowed off each fortnight (unless otherwise provided – refer Clause 54.6.2).

For Pool employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 5am and 11pm each day.

- 26.9.11 **Toilet Cleaner – Mobile** – Hours will not exceed thirty-five per week to be worked on Monday to Friday inclusive with Saturday and Sunday being rostered overtime days. It is agreed that commencement times will be outside the spread of hours of 6.00 am to 6.00 pm each day and the payment of a shift allowance will apply.

- 26.9.12 **Whyte's Gully Operations** – Ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive, 6am to 6pm.

## 26.10 HOURS OF WORK – SALARIED EMPLOYEES

- 26.10.1 Except as otherwise arranged, the ordinary weekly working hours will not exceed 35 per week or seven (7) hours per day and will be worked in continuous periods (except for a meal break not exceeding one (1) hour) between the spread of hours of 6am to 6pm Monday to Friday (unless otherwise provided – refer Clause 54.6.2).

### 26.10.2 Library Employees

#### i Day Workers

The ordinary working hours for day workers who commenced prior to 1 July 2015 will be 35 hours per week and will be worked on five (5) days, Monday to Friday inclusive between the spread of hours of 6am and 6pm each day. Council may, at its option, require such ordinary working hours to be worked between the spread of hours of 6am

to 6pm Monday to Friday inclusive, and between the hours of 9am and 12 noon on Saturdays.

For library employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 8am and 9pm each day.

ii **Shift Workers**

The ordinary working hours for shift workers will not be more than 35 hours per week and will be worked in accordance with a regular roster between the spread of hours of 8am and 9pm Monday to Friday inclusive, from 8am to 12 noon on Saturday in straight shifts not exceeding eight (8) consecutive hours per day inclusive of a meal break of not more than one (1) hour.

For library employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 8am and 9pm each day

26.10.3 **Maintenance Security Officers, Civic Attendants and Community Infringement Officers**

The ordinary working hours will not exceed 35 hours per week, including Saturday, Sunday and public holidays as required, provided that the employee will be allowed two (2) full days off each week.

26.10.4 **Leisure Centres**

For Leisure Centre employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 5am and 11pm each day.

26.10.5 **Tourist Parks (Wages and Salaried)**

For Tourist Park employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 6am and 9pm each day.

26.10.6 **Art Gallery**

For Art Gallery employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 6am and 6pm each day.

26.11 **COMMENCING AND CEASING TIMES**

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

26.12 **TRANSITIONAL ARRANGEMENTS**

Employees who commence permanent employment prior to 1 July 2015 who are employed in the areas outlined in Table 3126.126.12.1 will be given the choice to adopt the new hours of work arrangements outlined below, or retain their existing provisions.

Should an employee who commenced permanent employment prior to 1 July 2015 accept a new position with a spread of hours different to their current arrangement, they will be given the choice to adopt the abovementioned hours of work or retain their existing provisions.

Should an employee who commenced permanent employment prior to 1 July 2015 elect to adopt the new hours of work arrangements they will relinquish the option of returning to their pre 1 July 2015 hours of work arrangements.



### 26.12.1 Table

Function	Span
Ranger Services	5am – 10pm
Libraries	8am – 9pm
Cleaners	5am – 9pm
Leisure Centres	5am – 11pm
Pools	5am – 11pm
Tourist Parks	6am – 9pm
Art Gallery	6am – 6pm

The ordinary hours for employees working in the above listed functions shall be performed between Monday and Sunday.

### 26.13 CASUAL EMPLOYEES

26.13.1 A casual employee shall mean an employee engaged on a day to day basis.

26.13.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 26.

26.13.3 Casual employees are entitled to a 25% casual loading on ordinary hours worked (Monday to Sunday).

26.13.4 Casual employees who work on Saturday, Sunday or Public Holidays are entitled to the appropriate penalty rates for those days based on their ordinary rate of pay excluding the 25% casual loading for the calculation of penalties.

26.13.5 The casual loading is not payable on overtime hours.

## 27 EQUAL EMPLOYMENT OPPORTUNITY

27.1 Council is committed to ensure all employees and prospective employees are treated in an equitable manner and can undertake work activities in a harassment free work environment. This is achieved through application of Council's Equal Employment Opportunity and Positive Working Relationships, as varied from time to time (refer to the Employment Policies and Procedures – Clause 26 Equal Employment Opportunity and Clause 27 [Positive Working Relationships](#) which do not form part of this Agreement).

### 27.2 ANTI-DISCRIMINATION

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

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

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

Nothing in this Clause is to be taken to affect:

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

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

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

## 28 LOCAL AREA AGREEMENTS

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

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

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

Steps for obtaining Local Area Agreements:

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

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

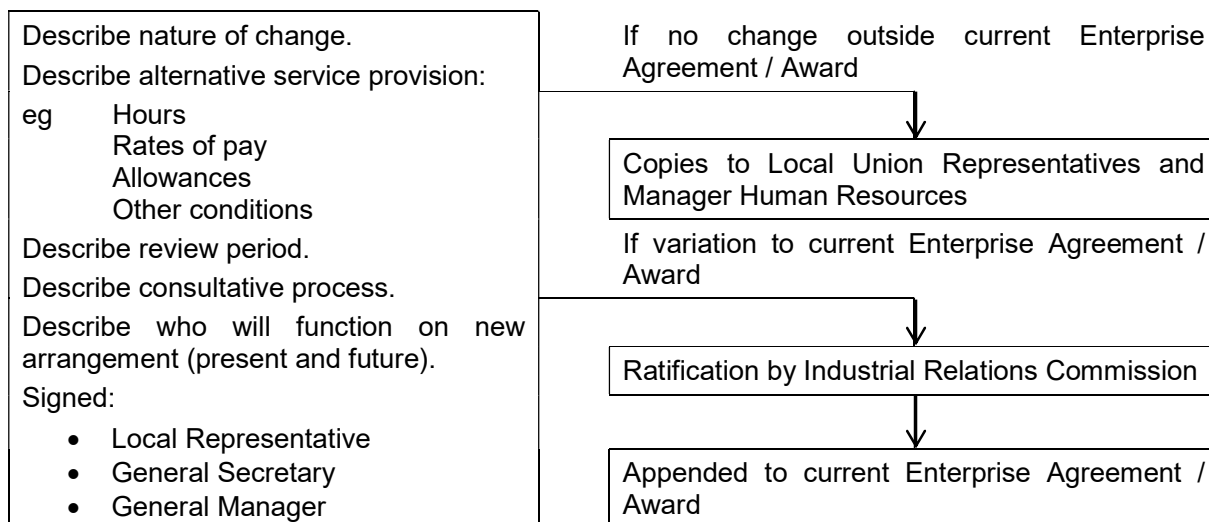
- i Creating a workplace in which all employees are actively involved in improving, developing and implementing safe work practices.
- ii Continuing to identify and meet customer and community needs.
- iii Implementation of processes and initiatives for achieving competitive outcomes.
- iv Promoting and encouraging creativity and innovation.
- v Promoting continuous improvement through technological initiatives.
- vi Creating a workplace in which all our employees want to be involved in proving our competitiveness.
- vii Creating a workplace in which all our employees know they are providing value for money and quality services.
- viii Creating an equitable, fair and safe workplace.
- ix Generating competitive performance, and improved rewards and working conditions.
- x Promoting learning and skill development and provide access to training, development and resources.
- xi Maintaining an effective consultative structure and arrangements.
- xii Maintaining ongoing employment security.
- xiii Supporting communications between the Parties and a commitment to seeking shared solutions.

28.2 The local area agreement:

- i has been arrived at through consultation and agreement between employees (agreement constitutes a majority agreement of nominally 80%), union representative and management;
- ii is to provide equal or more pay than the entry level for the respective positions; and
- iii variations must be undertaken in accordance with the Industrial Relations Act 1996, as amended.

28.3 Agreements reached are to include a commencement date, an end date or review date and signed by Wollongong City Council and union/s representatives. Local Area Workplace Agreements (LAWA's) can be referred to the union office by union representatives.

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



28.5 Leave is reserved for the Parties to the Enterprise Agreement to apply to vary this Clause. The Parties agree that a review of this Clause will take place during the life of this agreement.

## 29 VACANCIES

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

29.2 Temporary/Casual employees can only apply for internally advertised positions within the organisation where they have been appointed to their current position through an externally advertised merit based selection process in accordance with the Appointments Policy.

## 30 INABILITY TO UNDERTAKE NORMAL DUTIES

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

## 31 WORKPLACE CHANGE AND REDUNDANCY

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This Clause applies to all employees who commence employment on or after 1 July 2015.

### 31.1 COUNCIL'S DUTY TO NOTIFY

- 31.1.1 Where Council has made a decision to introduce changes in service delivery, program, organisation structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
- 31.1.2 'Significant effects' include position/s being declared surplus to Council's staff establishment, major changes in composition, operation or size of the workforce or in the skills required, elimination or diminution of job opportunities, promotion opportunities or job tenure, alteration of hours of work, need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where the Enterprise Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### 31.2 COUNCIL'S DUTY TO DISCUSS CHANGE

- 31.2.1 Council shall discuss with the employee/s affected and the union to which they belong regarding what effects the changes are likely to have on the employee/s and measures to avert or manage the changes. Council shall give consideration to matters raised by the employee/s and/or their union in relation to the changes and may reconsider its original decision.
- 31.2.2 Discussion shall commence as early as practicable after a decision has been made by Council to make the changes following completion of Clause 12.2 – Objective 2 – Change – Organisational and Operational Change Process.
- 31.2.3 For the purposes of the discussion, Council shall provide to the employee/s concerned and the union to which they belong, relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee/s and any other matters likely to affect the employee/s.

### 31.3 DISCUSSION BEFORE POSITION/S BEING DECLARED SURPLUS

- 31.3.1 Where Council has made a decision that a position is no longer required pursuant to Clause 31.1, and that decision may lead to position/s being declared surplus, Council shall hold discussions with the employee/s directly affected and with the union to which they belong.
- 31.3.2 Discussion shall take place as soon as it is practicable after Council has made a decision to make a position/s surplus. This will include the reasons for the decision, measures to avoid, or minimise its impact and measures to mitigate any adverse effects on the employee/s concerned.
- 31.3.3 Council shall provide to the employee/s concerned and the union to which they belong, relevant information about proposed surplus position/s including the number and category of employee/s likely to be affected and the number of employee/s normally employed and the period over which it is likely to occur.

### 31.4 MULTIPLE POSITIONS IDENTIFIED AS SURPLUS

- 31.4.1 Where there are multiple employees performing a position and Council decides some of the positions are surplus to requirements Council will decide which employee's will have their position made surplus by ranking the employees on the basis of merit through:
- i Comparisons of the position descriptions, position selection criteria, experience, skills profile or equivalent; and/or

- ii Reference to performance, where an employee's conduct and performance has been assessed in accordance with Council's SPMS over a period of at least 12 months preceding the date that decides the employee's position is surplus to requirements.

The relevant unions shall be involved to observe the application of this Clause.

- 31.4.2 An employee who occupies a position that may be made surplus to requirements will be given the opportunity to respond to the application of the selection criteria identified in Sub-Clauses 31.4.1(i) and (ii).
- 31.4.3 Employees whose skills/experience least match the requirements of the existing available positions or who, on a comparative basis, have a lesser level of performance, will be deemed surplus employees and dealt with in accordance with Clause 31.5.

### 31.5 SURPLUS EMPLOYEE STATUS

- 31.5.1 The primary preference of Council for dealing with employees whose positions are surplus to organisational needs shall be redeployment.
- 31.5.2 Upon determination that a position is surplus to Council's organisational needs, the affected employee shall be advised in writing along with the reason/s. Formal written notification will be provided to the employee by the Manager Human Resources advising that the position is surplus and that they now hold a 'surplus employee' status. The employee will be offered the opportunity to have their union representative or other appropriate support person present at this meeting and any further meetings. At this stage, the employee will be advised in general terms of the options available to them, especially in regards to redeployment.
- 31.5.3 Wherever possible, the surplus employee shall be immediately redeployed into a vacant permanent position that is a close or exact fit, that is available at the time the employees position becomes surplus. The surplus employee will be provided written confirmation of the redeployment. This appointment shall be subject to consideration of current surplus employees.
- 31.5.4 In the event that immediate redeployment under Clause 31.5.3 is not possible, the surplus employee will be provided with a written notification of one of the following two outcomes:
  - 1 The surplus employee is provided with a choice to:
    - a Accept an offer of Voluntary Redundancy. This offer will be pre-approved by the General Manager
    - b Accept placement in the Redeployment Program. This notification will also include the date of commencement of the employee's redeployment period

OR

- 2 Advise the employee they have been placed in the Redeployment Program. This notification will also include the date of commencement of the employee's redeployment period.
- 31.5.5 In this instance where Clause 31.5.4(1) is applied, the employee will have four (4) weeks to respond and advise Council of their decision.
- 31.5.6 Where voluntary redundancy is offered to the employee, the provisions of Clause 34 – Voluntary redundancy will be applied.
- 31.5.7 The following employees are not eligible for voluntary redundancy:
  - i Employees engaged on short term and/or casual basis or for a specific period.
  - ii Apprentices whose services would normally be terminated at the conclusion of their apprenticeship or within a short period thereafter.

- iii Employees on workers compensation whose claim is based on compensation for termination or others awaiting determination of claims against the employer for termination of services.
- iv Employees subject to termination on the grounds of misconduct or unsatisfactory performance.

### 31.6 REDEPLOYMENT

- 31.6.1 Where a surplus employee has not been able to be immediately placed under Clause 31.5.3, or where voluntary redundancy is not offered, the surplus employee will be required to participate in Council's Redeployment Program and the provisions of the Redeployment Policy shall be applied (refer to the Employment Policies and Procedures – Clause 30 Redeployment).
- 31.6.2 Surplus employees are required to cooperatively participate in Council's Redeployment Program. Council's primary objective in the redeployment process is to appoint employees to a permanent position, consistent with the person's skills, knowledge and ability, as soon as is practicably possible.
- 31.6.3 Where possible, an employee shall be redeployed into a vacant permanent position. Should this not be possible, a temporary position may be created that should be deleted when the 12 months redeployment period is completed. The extension of a temporary position may be made at the discretion of the General Manager, based upon the likelihood of the successful redeployment of the employee into a vacant permanent position, in a reasonable timeframe.
- 31.6.4 Where a surplus employee is successfully placed into a position within the 12 month redeployment period and the salary for the new position is less than their current substantive position, the salary will be maintained for a period of three (3) months in the new position.
- 31.6.5 For the purposes of Clause 31.6.4, 'salary' for redeployment purposes includes 'allowances paid for all purposes' (eg tool allowances and shift allowances) and excludes overtime.
- 31.6.6 In the event that an employee declines an offer of redeployment, which will result in the reduction of their salary, (ie the salary for the new position is less than their current substantive salary), the employee may elect to take voluntary redundancy which will be approved by the General Manager.
- 31.6.7 Council reserves the right to offer an employee Voluntary Redundancy at any time throughout the Redeployment Process.
- 31.6.8 In the event that Council has been unable to identify a suitable permanent redeployment opportunity within the 12 month redeployment period the employee shall be formally advised and the provisions of the Involuntary Redundancy Clause 31.11 will be applied.  
  
Based on the active participation of the surplus employee, an extension to the redeployment period may be considered by the redeployment committee for a further three month period, if a potential placement is foreseeable in that timeframe. Additional extensions to the redeployment period may be made at the discretion of the General Manager, as outlined in Clause 31.6.3.
- 31.6.9 Where a surplus employee is successfully redeployed into a new position and the new position is made surplus at a point in the future the provisions of this policy shall be reapplied.

### 31.7 REFUSAL TO ACCEPT A MEANINGFUL AND APPROPRIATE OFFER OF REDEPLOYMENT

- 31.7.1 An employee is not entitled to any payment in respect of redundancy where the employee concerned has been offered, but has refused to accept, a meaningful and appropriate offer of redeployment. A meaningful and appropriate offer of redeployment is one that involves redeployment to an available position which:
  - i The qualifications, experience and skills required is a close or exact fit to the available position; and/or



- ii The employee would be capable of performing after receiving a maximum of eight (8) weeks training; and/or
- iii Where the salary of the offered position is equal to or higher than the employee's substantive salary.

31.7.2 For the purpose of this Clause, 'salary' includes 'allowances paid for all purposes' (eg tool allowances and shift allowances) and excludes overtime.

### 31.8 REFUSAL TO PARTICIPATE IN REDEPLOYMENT PROGRAM

31.8.1 Where an employee refuses to participate in Council's Redeployment Program Council will apply the relevant policies and procedures, as contained in the Enterprise Agreement, regarding the management of inappropriate performance, conduct and/or behaviour.

31.8.2 Refusal to participate in Council's redeployment program will be established by the employee:

- i Refusing to actively participate in a training, development or redeployment program. This includes:
  - Refusing short-term work placements or special assignments;
  - Refusing directions under a work plan; or
  - Failing to actively participate in training;
- ii Failing to meet the values and standards of conduct as prescribed in Council's Code of Conduct.
- iii Failing to meet the performance standards for a position/project in which the employee is placed during a redeployment and/or training program.

### 31.9 NOTICE OF TERMINATION

Five weeks' notice to terminate or pay in lieu thereof shall be given. Notice or payment of notice under this paragraph shall be deemed to be service with Council for the purposes of calculating leave entitlements under the Enterprise Agreement.

### 31.10 NOTICE TO CENTRELINK

Where a decision has been made to terminate an employee, 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.

### 31.11 INVOLUNTARY REDUNDANCY

31.11.1 In addition to the period of notice outlined in Clause 31.9, those employees who this Clause applies to shall be entitled to three (3) weeks ordinary pay for each complete year of continuous service in respect of severance/redundancy pay. A minimum of 13 weeks' pay, with a maximum payment not exceeding 12 months' pay will be applied.

31.11.2 For the purposes of this Clause, the calculation of 'ordinary pay' excludes overtime and allowances.

31.11.3 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 Council's employment until the expiry of the notice period.

31.11.4 During a period of notice of termination given by 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 Council, the employee shall provide proof of attendance at an interview.

31.11.5 A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,500 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 Council or until the employee secures alternative employment, whichever is the sooner.

### 31.12 ADDITIONAL MATTERS

- 31.12.1 An employee, whose employment has been terminated due to redundancy, shall be provided with a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- 31.12.2 An employee whose employment has been terminated due to redundancy shall be provided with an 'Employment Separation Certificate' in the form required by Centrelink.
- 31.12.3 Subject to an application by the Council and further order of the Industrial Relations Commission of New South Wales, Council may pay a lesser amount (or no amount) of redundancy pay than that contained on Sub-Clause 31.11.1 above if Council obtains acceptable alternative employment for an employee.

## 32 WORKPLACE CHANGE AND REDEPLOYMENT

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This Clause applies to all employees who commence employment before 1 July 2015.

### 32.1 COUNCIL'S DUTY TO NOTIFY

- 32.1.1 Where Council has made a decision to introduce changes in service delivery, program, organisation structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
- 32.1.2 'Significant effects' include the position/s being declared surplus to Council's staff establishment, major changes in composition, operation or size of the workforce or in the skills required, elimination or diminution of job opportunities, promotion opportunities or job tenure, alteration of hours of work, need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where the Enterprise Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### 32.2 COUNCIL'S DUTY TO DISCUSS CHANGE

- 32.2.1 Council shall discuss with the employee/s affected and the union to which they belong regarding what effects the changes are likely to have on the employee/s and measures to avert or manage the changes. Council shall give consideration to matters raised by the employee/s and/or their union in relation to the changes and may reconsider its original decision.
- 32.2.2 Discussion shall commence as early as practicable after a decision has been made by Council to make the changes following completion of Clause 12.2 – Objective 2 – Change – Organisational and Operational Change Process.
- 32.2.3 For the purposes of the discussion, Council shall provide to the employee/s concerned and the union to which they belong, relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee/s and any other matters likely to affect the employee/s.

### 32.3 DISCUSSION BEFORE POSITION/S BEING DECLARED SURPLUS

- 32.3.1 Where Council has made a decision that a position is no longer required pursuant to Clause 32.1, and that decision may lead to position/s being declared surplus, Council shall hold discussions with the employee directly affected and with the union to which they belong.
- 32.3.2 Discussion shall take place as soon as it is practicable after Council has made a decision to make a position surplus. This will include the reasons for the decision, measures to avoid, or



minimise its impact and measures to mitigate any adverse effects on the employee/s concerned.

- 32.3.3 Council shall provide to the employee/s concerned and the union to which they belong, relevant information about the proposed surplus position/s including the number and category of employee/s likely to be affected and the number of employee/s normally employed and the period over which it is likely to occur.

#### 32.4 MULTIPLE POSITIONS IDENTIFIED AS SURPLUS

- 32.4.1 Where there are multiple employees performing a position and Council decides some of the positions are surplus to requirements, Council will decide which employees will have their position made surplus, by ranking employees on the basis of merit through:

- i Comparisons of the position descriptions, position selection criteria, experience, skills profile or equivalent; and/or
- ii Reference to performance, where an employee's conduct and performance has been assessed in accordance with Council's SPMAS over a period of at least 12 months preceding the date that decides the employee's position is surplus to requirements.

The relevant unions shall be involved to observe the application of this Clause.

- 32.4.2 An employee who occupies a position that may be made surplus to requirements will be given the opportunity to respond to the application of the selection criteria identified in Sub-Clauses 32.4.1(i) and (ii).

- 32.4.3 Employees' whose skills/experience least match the requirements of the existing available position/s or who, on a comparative basis, have a lesser level of performance, will be deemed surplus employees and dealt with in accordance with Clause 32.5.

#### 32.5 SURPLUS EMPLOYEE STATUS

- 32.5.1 The primary preference of Council for dealing with employees whose positions are surplus to organisational needs shall be redeployment.

- 32.5.2 Upon determination that a position is surplus to Council's organisational needs, the affected employee shall be advised in writing along with the reason/s. Formal written notification will be provided to the employee by the Manager Human Resources advising that the position is surplus and that they now hold 'surplus employee' status. The employee will be offered the opportunity to have their union representative or other appropriate support person present at this and any further meetings. At this stage, the employee will be advised in general terms of the options available to them, especially in regards to redeployment.

- 32.5.3 Wherever possible, the surplus employee shall be immediately redeployed into a vacant permanent position that is a close or exact fit, that is available at the time the employee's position becomes surplus. The surplus employee will be provided written confirmation of the redeployment. This appointment shall be subject to consideration of current surplus employees.

- 32.5.4 In the event that immediate redeployment under Clause 32.5.3 is not possible, the surplus employee will be provided with a written notification of one of the following two outcomes:

- 1 The surplus employee is provided with a choice to:
  - a Accept an offer of Voluntary Redundancy. This offer will be pre-approved by the General Manager.
  - b Accept placement in the Redeployment Program. This notification will also include the date of commencement of the employee's redeployment period.

OR

- 2 Advise the employee they have been placed in the Redeployment Program. This notification will also include the date of commencement of the employee's redeployment period.
- 32.5.5 In this instance where Clause 32.5.4(1) is applied, the employee will have four (4) weeks to respond and advise Council of their decision.
- 32.5.6 Where voluntary redundancy is offered to the employee, the provisions of Clause 34 – Voluntary redundancy will be applied.
- 32.5.7 The following employees are not eligible for voluntary redundancy:
  - i Employees engaged on short term and/or casual basis or for a specific period.
  - ii Apprentices whose services would normally be terminated at the conclusion of their apprenticeship or within a short period thereafter.
  - iii Employees on workers compensation whose claim is based on compensation for termination or others awaiting determination of claims against the employer for termination of services.
  - iv Employees subject to termination on the grounds of misconduct or unsatisfactory performance.

## 32.6 REDEPLOYMENT

- 32.6.1 Where a surplus employee has not been able to be immediately placed under Clause 32.5.3, or where voluntary redundancy is not offered, the surplus employee will be required to participate in Council's Redeployment Program and the provisions of the Redeployment Policy shall be applied (refer to the Employment Policies and Procedures – Clause 30 Redeployment).
- 32.6.2 Surplus employees are required to cooperatively participate in Council's Redeployment Program. Council's primary objective in the redeployment process is to appoint employees to a permanent position, consistent with the person's skills, knowledge and ability, as soon as is practicably possible.
- 32.6.3 Surplus employees will retain the salary attached to their substantive position (ie the position held immediately prior to being placed in the Redeployment Program) until the employee is permanently appointed to another position.
- 32.6.4 Where possible, an employee shall be redeployed into a vacant permanent position. Should this not be appropriate, a temporary position may be created.
- 32.6.5 Where a surplus employee is successfully placed into a position, which is lower than their substantive salary, they will receive salary maintenance as follows:
  - i Those employees who commenced prior to 1 July 2009 – salary maintained indefinitely.
  - ii Those employees who commenced on or after 1 July 2009 – three (3) month salary maintenance.

Note: Refer to the provisions of the Redeployment Policy in the Employment Policies and Procedures – Clause 30 Redeployment.

- 32.6.6 Where a surplus employee specifically requests to be placed into a lower paid position, whether an identified suitable role is available or not, the employee will receive the rate of pay attributed to the requested lower paid position.
- 32.6.7 Where after 12 months a surplus employee, who, due to the specialist nature of their job has found it not possible to find an alternative position within the job family which is a good fit, the employee can be placed in a suitable vacant position outside their job family. This placement may be at a lower salary range with salary maintenance in accordance with Clause 32.6.5.

- 32.6.8 Where a surplus employee has had three (3) position offers in writing, which can include a mix of both permanent and temporary positions (greater than 12 month's duration), judged to be a good fit by the Placement Committee, and has not found a position, the employee will be placed in the next available suitable permanent position offered. Salary maintenance will be in accordance with Clause 32.6.5.
- 32.6.9 If one of the three (3) offers, referred to in Clause 32.6.8, satisfies the following criteria, the surplus employee, must accept the reasonable offer and will be placed into that position:
- i The qualifications, experience and skills required is a close or exact fit to the available position; and/or
  - ii The employee would be capable of performing after receiving a maximum of eight (8) weeks training; and/or
  - iii Where the salary of the offered position is equal to or higher than the employee's substantive salary.
- 32.6.10 Salary maintenance will be in accordance with Clause 32.6.5. For the purposes of this Clause, 'salary' includes 'allowances paid for all purposes' (eg tool allowances and shift allowances) and excludes overtime.
- 32.6.11 In the event that an employee declines an offer of redeployment which will result in the reduction of their salary, (ie the salary for the new position is less than their current substantive salary), the employee may elect to take voluntary redundancy which will be approved by the General Manager. This Clause excludes those employees who have indefinite salary maintenance as referred in Clause 32.6.5(i).
- 32.6.12 In the event that a surplus employee seeks to resign from a temporary position during the redeployment period, Council may consider making an offer to terminate the employee's service by voluntary redundancy. Where there is mutual agreement to this option, the provisions of Clause 34 – Voluntary redundancy shall apply.
- 32.6.13 In the event that an employee declines the offer of redeployment, Council may consider making an offer to terminate the employee's service by voluntary redundancy. Where there is mutual agreement to this option, the provisions of Clause 34 – Voluntary redundancy shall apply.
- 32.6.14 Where a surplus employee is successfully redeployed into a new position and the new position is made surplus at a point in the future, the provisions of this policy shall be reapplied.

## 32.7 REFUSAL TO PARTICIPATE IN REDEPLOYMENT PROGRAM

Where an employee refuses to participate in Council's Redeployment Program by:

- i Refusing to actively participate in a training, development or redeployment program which includes:
  - a Refusing short term work placements or special assignments;
  - b Refusing directions under a work plan; or
  - c Failing to actively participate in training.
- ii Failing to meet the values and standards of conduct as prescribed in Council's Code of Conduct.
- iii Failing to meet the performance standards for a position/project in which the employee is placed during a redeployment and/or training program.

Council will apply the relevant policies and procedures, as contained in the Enterprise Agreement, regarding the management of inappropriate performance, conduct and/or behaviour.

### 32.8 ADDITIONAL MATTERS

- 32.8.1 An employee, whose employment has been terminated due to redundancy, shall be provided with a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- 32.8.2 An employee whose employment has been terminated due to redundancy shall be provided with an 'Employment Separation Certificate' in the form required by Centrelink.

## 33 RESIGNATION / RETIREMENT / TERMINATION

- 33.1 Notice of Resignation/Retirement/Termination will be given in writing by the employee on the following basis:
- i Employees classified up to Grade 30 – two (2) weeks' notice.
  - ii Employees classified on Grade 31 and above – four (4) weeks' notice.
- 33.2 Notice of Termination in all circumstances, apart from cessation of contract, medical retirement, redundancy and summary dismissal, will be given in writing by Council on the following basis:

Employees Continuous Period of Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Plus an additional 1 weeks' notice period if the employee is over 45 years old and has completed at least 2 years of continuous service with Council.

- 33.3 Where this notice is not given the employee will forfeit payment in lieu of notice from their final payment, or the organisation will provide payment to the employee in lieu of notice.
- 33.4 Where an employee has given or been given notice they will continue in their employment until the date for the expiration of their notice. Employees who, without reasonable cause, absent themselves from work during the notice period will be deemed to have abandoned their employment.
- 33.5 Nothing contained in the termination of employment provisions will affect the right of Council to summarily dismiss any employee without notice. Any termination of employment will not contravene the organisation's disciplinary procedures.
- 33.6 Notice of termination of employment will not be deemed to terminate the service if it be given for the purpose of evading payment of any holiday and with the intention of re-engaging the employee within two weeks after this holiday.
- 33.7 **PRE-RETIREMENT LEAVE**
- i Employees who wish to take their accrued leave entitlements prior to retirement are required to put their request in writing and specify the date of their retirement.
  - ii Employees will not receive Sick Leave during the period they are taking their leave prior to retirement.
- 33.8 For information regarding Resignation/Retirement/Termination refer to the Employment Policies and Procedures – Clause 21 Resignation/Retirement/Termination (which is not incorporated in the terms of this Enterprise Agreement).

## 34 VOLUNTARY REDUNDANCY

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- 34.1 Voluntary Redundancy is an option for employees whose positions have been identified as redundant.
- 34.2 Council may make offers of voluntary redundancy to surplus employees or, as a preliminary step in discussing options with employees, identify those who wish to take this option. Following discussions with employees and relevant unions, Council will assess who will be offered a package.
- 34.3 Formal offers must be accepted by employees within four (4) weeks.
- 34.4 Employees who decline and opt for redeployment will not be entitled to the voluntary redundancy package at a later date, unless otherwise mutually agreed.
- 34.5 The following employees are not eligible for voluntary redundancy:
- i Employees engaged on short term and/or casual basis or for a specific period.
  - ii Apprentices whose services would normally be terminated at the conclusion of their apprenticeship or within a short period thereafter.
  - iii Employees on workers compensation whose claim is based on compensation for termination, or others awaiting determination of claims against the employer for termination of services.
  - iv Employees subject to termination on the grounds of misconduct or unsatisfactory service.
- 34.6 Voluntary redundancy will be as follows:
- a **Pre 1 July 2009** – The redundancy pay out for a person employed at Council prior to 1 July 2009, whose position has become redundant, will be maintained on a present occupant only basis as:
    - i Three (3) weeks ordinary pay per year of continuous service;
    - ii The minimum pay out for staff is 13 weeks ordinary pay or the conditions regulated by the Employment Protection Act 1982, as amended, whichever is greater; plus
    - iii Any other accrued entitlements held by the employee.

Where the employee who was employed pre 1 July 2009 applies through a recruitment action for another position within the organisation and is appointed to the position, the employee will retain the pre 1 July 2009 redundancy provisions for their new position in the event of the position becoming redundant in the future.
  - b **Post 1 July 2009** – The redundancy pay out for a person employed at Council after 1 July 2009, whose position becomes redundant, will be entitled to:
    - i Three (3) weeks ordinary pay per year of continuous service but not to exceed a maximum 12 month payment;
    - ii The minimum pay out for staff is 13 weeks ordinary pay or the conditions regulated by the Employment Protection Act 1982, as amended, whichever is greater; plus
    - iii Any other accrued entitlements held by the employee.
- PLUS
- c Loading on all accrued and pro rata Long Service and Annual Leave entitlements, where applicable; and
  - d Any other accrued entitlements held by the employee.
- 34.7 An employee who receives a voluntary redundancy payment will not be reemployed by Council in any capacity for the period equivalent to the period of the redundancy payment calculation.

## 35 ATTENDANCE MANAGEMENT PROGRAM

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- 35.1 The Attendance Management Program provides an easy reference for supervisors and managers by outlining to either Parties that will (or may) have a role to play in the management of attendance, as well as the steps that should be undertaken. These steps can be summarised as follows:
- i Reviewing employee attendance data regularly.
  - ii Identifying any unusual patterns in absences.
  - iii Determining whether reasons for absences are genuine. If absences are determined to be genuine, then employee needs to placed on the appropriate injury management program.
- Should absences be determined as an attendance problem, the employee is placed on an Attendance Improvement Management Plan.
- 35.2 For information refer to Employment Policies and Procedures – Clause 42.2 Attendance Management flowchart (which is not incorporated in the terms of this Enterprise Agreement).

## 36 DISCIPLINARY PROCEDURES

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### PURPOSE

- 36.1 The purpose of this Clause is to correct inappropriate behaviour/conduct and poor performance.
- 36.2 The Disciplinary procedure is designed to give management and employees a guide for dealing with situations where inappropriate behaviour/conduct and poor performance has been identified and changes need to be agreed to and evaluated.
- 36.3 The disciplinary procedure is to be used in instances of recurring inappropriate behaviour/conduct or performance issues, as initial occurrences of poor performance or inappropriate behaviour/conduct may be related to an employee's personal circumstances.
- 36.4 Each aspect of performance is monitored separately. It is not the intent of the policy that aspects of performance that are distinctly unrelated be used to progress along the disciplinary procedure.
- 36.5 To maintain basic and reasonable standards of behaviour/conduct and performance in the service of Wollongong City Council and to set fair and equitable standards of discipline for unsatisfactory conduct and performance.
- 36.6 Guarantee the rights of all.
- 36.7 Ensure a safe and healthy work environment.
- 36.8 Prevent employees from generating a poor attendance record or poor work habits.
- 36.9 Reinforce and document improved overall performance.
- 36.10 Refer employees to Council's [Employee Assistance Program](#) where relevant.

### POLICY

- 36.11 Wollongong City Council believes that the majority of its employees are loyal and hardworking, however, a large organisation requires policies and standards to assist all managers, supervisors and employees with guidelines and procedures to events that may result in disciplinary or corrective action.
- 36.12 An effective Disciplinary Procedure must be fair, reasonable, logical and easily understood by all.
- 36.13 Supervisors should be aware that these disciplinary procedures should not be used as a sole basis for corrective action of conduct on the job. All supervisors, in the course of their duties, should interact with employees, and, where they have concerns in relation to their performance, raise these concerns as they arise. In most circumstances, unless an employee's misconduct is of such a serious nature, these

disciplinary procedures should not be used for a 'first offence' (eg lateness to work, poor timekeeping, etc).

- 36.14 Where problems arise on the job, and these problems have been discussed between the supervisor and the employee, and this employee still shows no signs of improvement, then it may be appropriate to turn to Step 1 of the disciplinary procedures. Caution should be exercised here however, as a sudden deterioration of work performance could indicate underlying personal problems being experienced by an employee. In view of this, all supervisory employees should be fully cognisant of Council's [Employee Assistance Program](#) (EAP) and make all attempts to offer assistance to the employee. If the offer of assistance is refused, and the misconduct persists, then it is appropriate to continue to Step 1 of the disciplinary procedures. Where EAP assistance is sought and provided and no improvement in performance results, these cases will be assessed on their merits to determine appropriate action.
- 36.15 An employee who is on a stage of the disciplinary procedure and is involved in a new incident where the behaviour of the employee falls within the Disciplinary Procedure, the current disciplinary action may form part of the new disciplinary discussions having considered the nature of each disciplinary action.
- 36.16 No disciplinary actions or suspensions will be undertaken unless the following Disciplinary Steps have been completed, except in the case of serious and wilful misconduct – refer to Clause 36.22.2.
- 36.17 Review periods will be established for employees who are placed on Steps 1, 2, or 3 of the disciplinary procedures. If there are periods of absence from the workplace, all such absences will be added onto the review period which has been established, unless otherwise agreed by the Parties.

## PROCEDURE

### 36.18 STEP 1: FIRST WARNING (VERBAL) – GUIDANCE AND COUNSELLING

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

#### **Problem**

Employee is demonstrating a performance or behavioural problem.

#### **Procedure**

Counselling discussion involving:

- the employee concerned;
- the employee's immediate supervisor;
- the next level supervisor (at the choice of either party); and
- at the option of the employee:
  - a representation by their job delegate; or
  - b by another employee to act as an observer.

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

#### **Purpose of Discussion**

Identify causes of the problem.

- Gain the employee's commitment to solving the problem.
- If appropriate, inform the employee of the services that Council's [Employee Assistance Program](#) offers.
- Verbally notify the employee that this action constitutes Step 1 of the Disciplinary Procedure.
- Set a specific date for review of the matter.



### Record

The supervisor will note a record of the discussion in a diary to support the verbal warning. A photocopy of the supervisor's file note, signed by employee and supervisor, shall be given to the employee to serve as a record of the verbal warning. This record will include:

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

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

## 36.19 STEP 2: SECOND WARNING (WRITTEN) – UTILISING EFFECTIVE FOLLOW UP ACTION

### Procedure

Conduct a follow up discussion involving:

- the employee concerned;
- the employee's immediate supervisor;
- the next level supervisor; and
- at the option of the employee:
  - a representation by their job delegate; or
  - b by another employee to act as an observer.

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

### Purpose of Discussion

- Review previous discussion.
- Discuss possible solutions.
- If appropriate, refer the employee to the Council's [Employee Assistance Program](#).
- Indicate the consequences of further lack of improvement.
- Set a specific date for review of a matter.

### Record

A written record of a Second Warning is to be forwarded to the Manager Human Resources for placement on the respective staff file and to the employee concerned, together with a copy of Council's Disciplinary Procedures (Clause 36). This record will include the:

- Date and time of discussion.
- Purpose of discussion.
- Follow up date.
- Name and signature of supervisors who took the action.

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

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

### 36.20 STEP 3: FINAL WARNING (WRITTEN)

#### Procedure

#### Final Warning involving:

- the employee concerned;
- the Divisional Manager; and
- at the option of the employee:
  - a union representation; or
  - b by another employee to act as an observer.

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

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

#### Purpose of Discussion

- Review previous discussions.
- Discuss reasons for the situation.
- Refer the employee to Council's [Employee Assistance Program](#).
- Agree on specific action and follow up date.
- If appropriate, inform the employee of the deferral and/or withholding of their increment and indicate the further consequences that will result if the employee does not take immediate corrective action.

The further consequences (disciplinary actions) include:

- A suspension with a view to termination.
- A dismissal with due notice.

#### Record

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

- Date and time of discussion.
- Purpose of discussion.
- Follow up date.
- Name and signature of supervisors who took the action.

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

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

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

### 36.21 STEP 4: DISCIPLINARY ACTION

#### Procedure

A meeting will be held involving:

- the employee concerned;
- the Divisional Manager;

- the Manager Human Resources, if requested; and
- at the option of the employee:
  - a union representation; or
  - b by another employee to act as an observer.

### **Purpose of Meeting**

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

- A suspension with a view to termination.
- A dismissal with due notice.

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

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

### **Employee's Rights**

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

## **36.22 SUMMARY DISMISSAL**

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

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

- Refusing a reasonable and lawful instruction.
- Acts of serious and wilful misconduct.
- Abandonment of employment.
- Drunkenness or affected by the use of illegal drugs whilst at work.
- Neglect of duty.
- Breach of duty of fidelity/confidentiality.
- Criminal offences committed by an employee related to their work.

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

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

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

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

- Given the full reasons for the proposed termination.
- Provided with an opportunity to respond to the reasons for the proposed termination.
- Given the opportunity of union representation during the interview.

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

### 36.23 REVIEW OF EMPLOYEE PERFORMANCE

- 36.23.1 The outcomes of any disciplinary procedure, whether they are to progress to the next step or improvement has been made, should have clear documentation on what the next step will be. For example 'no improvement' may be a progression on the disciplinary procedure, or 'improvement has met the expectations' may mean the reduction or removal of the disciplinary procedure.
- 36.23.2 A copy of the notation will also be provided to the employee.
- 36.23.3 These notations regarding improvement in performance MUST be taken into account when contemplating any future disciplinary action against the employee.
- 36.23.4 Employees are able to access, copy and place documentation on their personnel file stating their version of events.
- 36.23.5 Employees have rights under the Government Information (Public Access) Act 2009.

## 37 GRIEVANCE PROCEDURES

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

- i Any employee should in the first instance discuss any matter affecting their employment with their immediate supervisor.
- ii When requested by the employee or supervisor, the union delegate will discuss any matter affecting the employee with the employee's immediate supervisor.
- iii Grievances should be resolved at their lowest possible level. Each level of supervision will be consulted in an attempt to resolve the matter before it proceeds to the next level. No matter will proceed above the Divisional Manager level until all reasonable attempts to resolve the grievance have been explored and applied.
- iv Any conferences required will commence within 24 hours or at a time agreed by the Parties.
- v Should the matter not be resolved at the above levels, the union should request the Manager Human Resources to be involved. In the event of the grievance still being unresolved, the relevant Director or General Manager should be requested to arrange appropriate conferences to discuss and consider the grievance with the affected Parties.
- vi During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.
- vii At any stage of the proceedings, however, the Parties may seek the assistance of the Industrial Relations Commission. Recourse to this procedure, however, should not take place until every endeavour has been made to resolve the issue in accordance with this Grievance Procedure.

## 38 COMPLAINTS AGAINST EMPLOYEES

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- 38.1 The General Manager, or the General Manager's delegate, will consider and determine any complaints received against employees of Council.
- 38.2 It is preferred that complaints against employees be in writing and this shall be encouraged. If the complainant is unwilling to do so, written notes of the verbal complaint can be made.
- 38.3 The person making a complaint shall be asked to identify themselves at the time the complaint is lodged. The person making a complaint shall be treated confidentially by the General Manager or the General Manager's delegate. If the person does not identify themselves, the General Manager or the

General Manager's delegate will determine if the complaint needs to be investigated based upon the nature of the complaint.

- 38.4 All such complaints will be forwarded to the General Manager or the General Managers delegate who will investigate the matter and initiate appropriate action.
- 38.5 If there is a need for the General Manager to interview an employee in relation to the complaint, the employee will be advised in writing of the nature of the complaint and their right to a union representative (or to another employee) prior to the meeting.

## 39 CODE OF CONDUCT

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Council's Code of Conduct is not incorporated in this Agreement. For information refer to [Council's Code of Conduct](#) (which is not incorporated in the terms of this Enterprise Agreement).

## 40 WORKPLACE INVESTIGATIONS

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- 40.1 The parties have agreed on adopting the Local Government Industry guidelines concerning workplace investigations.
- 40.2 Failure to comply with the guidelines may be used as evidence that a person or Council has failed to properly conduct or speedily conclude a workplace investigation. However, a person or Council cannot be prosecuted only because of a failure to comply with the guidelines.
- 40.3 Upon becoming aware of possible unsatisfactory work performance or conduct by an employee Council may decide to investigate.
- 40.4 Workplace investigations are a process by which Council gathers information to assist Council to make an informed decision. Workplace investigations typically involve enquiring, collecting information and ascertaining facts.
- 40.5 When deciding whether to investigate possible unsatisfactory work performance or conduct, factors that Council should consider include:
- The seriousness of the possible unsatisfactory work performance or conduct;
  - How recent the possible unsatisfactory work performance or conduct occurred;
  - Potential implications in not undertaking an investigation; and
  - Whether there are any mitigating factors (for example drug/alcohol dependency, health issues including mental health issues, or family/domestic violence issues).
- 40.6 Council shall properly conduct and speedily conclude workplace investigations concerning possible unsatisfactory work performance or conduct.

## 41 LICENCES

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### 41.1 REIMBURSEMENT OF DRIVER'S LICENCE

- 41.1.1 Employees required to drive a Council vehicle as the primary responsibility of their employment with Council will be eligible to receive reimbursement for their Motor Vehicle Driver's Licence. No payment will be made to those employees provided with Council vehicles on a private use basis.
- 41.1.2 Employees must make application on the appropriate form to their Divisional Manager to demonstrate how they meet the requirement for reimbursement.

## 42 REIMBURSEMENT TO EMPLOYEES OF PERSONAL PROPERTY LOSS/THEFT OR DAMAGE

- 42.1 Council will reimburse an employee for loss or damage to tools or personal items (listed in table 42.2) occurring at work, provided:
- The loss or damage arose as a consequence of the tools or personal item being required for the performance of the employee's duties. Council will not compensate an employee for loss or damage to tools or personal item that are not required for the performance of the employee's duties.
  - The employee can demonstrate that he or she took all reasonable care to protect the tool or personal item against damage or loss.
  - The tool or personal item was located in, or was being used in the workplace when lost or damaged.
  - Council may at its discretion, replace the lost or damaged item rather than reimburse the employee.
  - If the employee claims the tool or personal item has been stolen, he or she must report the theft to the police and provide a copy of that report to his or her Divisional Manager prior to making any claim in accordance with this Clause.
- 42.2 For the purpose of this Clause personal items are set out in the following table and may be claimed up to a maximum value as listed below.

Items	\$ Claim Plus 2.5% as at 1/07/2018	\$ Claim Plus 2.5% as at 1/07/2019	\$ Claim Plus 2.5% as at 1/07/2020
Work Bag (maximum claim)	\$117.58	\$120.52	\$123.53
Street Clothes – Shirt/Blouse (per item)	\$78.40	\$80.36	\$82.37
Trousers/Skirt/Slacks	\$117.58	\$120.52	\$123.53
Pullover	\$97.91	\$100.36	\$102.86
Watch	\$116.56	\$119.48	\$122.46
Shoes	\$117.58	\$120.52	\$123.53
Sunglasses	\$156.74	\$160.66	\$164.68
Towel	\$39.00	\$39.98	\$40.98
Lunch Box	\$9.41	\$9.64	\$9.89
Thermos Flask	\$19.50	\$19.98	\$20.48
Optical Prescription Sight Correction Glasses, including appropriate tint	Net cost only	Net cost only	Net cost only
Wetsuits	\$293.53	\$300.90	\$308.42
Wet Weather Clothes – Coat/Trousers	\$68.56	\$70.28	\$72.03

Note: These amounts are to be increased in accordance with % Enterprise Agreement increases.

- 42.3 Where a Council Ocean Lifeguard incurs the theft of sunglasses, sight correction glasses, watch, towel or street clothes, evidence of forced entry will not be required to be established in order for the claim to be accepted. Claims for theft of wetsuits from Ocean Lifeguards will only be accepted when those

officers are authorised by their Divisional Manager to use their own wet suits when operating inflatable rubber boats or jet skis.

### SPECIAL CIRCUMSTANCES

- 42.4 Employees may be required to possess particular items of personal property and/or tools to enable them to effectively undertake work duties. Where such special circumstances are approved by the Divisional Manager and loss and/or damage of such property occurs, then subject to the determination of the relevant Divisional Manager, claims for loss and/or damage of such special property will be reimbursed or property replaced by that Division.
- 42.5 Claims for loss must be submitted to the Divisional Manager.
- 42.6 The Divisional Manager will assess the claim and determine reimbursement according to the above schedule.

## 43 HOLIDAYS

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### 43.1 PUBLIC HOLIDAYS

- 43.1.1 All proclaimed or gazetted public holidays are observed as holidays.
- 43.1.2 No deduction will be made from the rate of pay of any employee if not required to work on any of such public holidays.
- 43.1.3 Where an employee is absent on approved annual, or long service which overlaps with a gazetted or proclaimed public holiday, payment for the public holiday will continue to apply in substitution for the approved leave.
- 43.1.4 An employee required to work on a public holiday will be paid for the holiday plus double time for the hours worked on the public holiday.

### 43.2 UNION PICNIC DAY

- 43.2.1 Union Picnic Day shall be regarded as a holiday for employees who are financial members of the union/s. The Union Picnic Day shall be on the first Friday in the New South Wales Spring school holidays.
- 43.2.2 The union/s shall provide Council with a list of Union financial members at least two (2) weeks prior to the Union Picnic Day.
- 43.2.3 Employees who are not financial members of the union/s and who are required to work on the Union Picnic Day, shall be paid ordinary pay for their normal working day.
- 43.2.4 Employees who are not financial members of the union/s and who are not required to work on Union Picnic Day, may apply to Council to take Annual Leave, Long Service Leave, Time Off in Lieu of Overtime, Leave Without Pay, such other leave as may be approved by the employer, or may be required by the employer to make up time.
- 43.2.5 Employees who are financial members of the union/s who are directed by their supervisor/manager to work on the Union Picnic Day will be paid at appropriate overtime penalty rates applicable to public holidays.
- 43.2.6 Where an employee who is a financial member of the union/s is absent on approved annual, or long service, which overlaps with the Union Picnic Day, payment for the Union Picnic Day will continue to apply in substitution for the approved leave.



## 44 LEAVE PROVISIONS

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### 44.1 CALCULATION OF SERVICE

- 44.1.1 Subject to the provisions contained elsewhere in this Agreement, calculation of service will include the total period of employment with Wollongong City Council from the date of commencing duties to the date of termination of employment, plus all service transferred from other Councils for the purposes of Long Service Leave Entitlements.
- 44.1.2 In calculating periods of service with Council, the following will be taken into account and counted as service:
- i Any leave of absence with pay approved by Council;
  - ii Any leave of absence without pay approved (excluding unpaid parental leave) by Council not exceeding 30 consecutive days or shifts within any one (1) service year;
  - iii Any leave of absence without pay approved by Council for any period to enable the employee to gain experience with other employers or to improve the employee's knowledge on matters pertaining to Council's activities;
  - iv Sick Leave with pay approved by Council;
  - v Periods of absence due to accident whilst an employee of Council and whilst receiving payment under the Workers Compensation Act 1987 as amended;
  - vi Annual and Long Service Leave;
  - vii Any absence on paid parental leave;
  - viii Periods of service whilst in employment as a temporary employee or services as a casual employee;
  - ix Where an employee has resigned or has been terminated by Wollongong City Council for any reason other than misconduct and is reemployed by Wollongong City Council within a 12 month period, the total length of service accruing to them at the date of resignation, retirement or discharge will be taken into account for calculating length of service and leave entitlements;
  - x Leave of absence, paid or unpaid, for the purpose of undergoing service with any branch of the Armed Services either compulsorily or voluntarily. Refer to Council's Military Leave Policy in regard to Defence Force Reserve Leave.
- 44.1.3 For the purpose of calculating Long Service Leave entitlements, the continuity of service will be deemed to be unbroken when transferring from one (1) council to another within NSW:
- i Where the break in service is less than one (1) month in the case of an employee who has not yet qualified for long service leave accruals; or
  - ii Where the break in service is less than three (3) months in the case of an employee who has qualified for long service leave accruals;
  - iii Provided that the employee does not undertake paid employment for another organisation between leaving one (1) council and commencing with Wollongong City Council.

### 44.2 SICK LEAVE

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

- 44.2.2 Sick Leave is considered to take place when an employee is absent from duty on account of genuine personal illness or non-work related injury.
- 44.2.3 Council will provide paid Sick Leave to employees in all cases of genuine illness. This payment is based on management being satisfied that there is genuine grounds for Sick Leave.
- 44.2.4 Where an employee has an illness or condition that could or may be perceived as affecting their health and safety at work, or that of other staff, the employee is required to inform Council of the nature of the injury or illness and to provide a medical certificate stating they are unfit to undertake their normal duties.
- Sick Leave includes:
- i visit to doctor for preparation or tests prior to surgery which is occurring because of an employee's ill health;
  - ii follow up medical monitoring/treatment for a period determined by medical advice as part of achieving recovery from an illness/injury/surgery.
- 44.2.5 Sick Leave is not designed to cover periods of absence on parental leave.
- 44.2.6 As part of Council's Sick Leave Provisions, all employee Sick Leave balances will be frozen from 30 December 1994. In the event of resignation, retirement, termination, redundancy or death, the full entitlement will be paid out to the employee or their estate at the rate of pay applicable upon termination of employment.
- 44.2.7 Should a temporary staff member exhaust 10 days of Sick Leave during their placement, and medical evidence suggests that a return to pre-illness or pre-injury duties in a reasonable timeframe is unlikely, a formal review will occur concerning the ongoing payment of Sick Leave along with the employee's ability to fulfil the remainder of their contract.
- 44.2.8 It will be the responsibility of Divisional Managers to monitor the Sick Leave experience within their areas of accountability. The Attendance Management Program is a tool to assist supervisors and managers.
- 44.2.9 A corporate monitoring system will be developed and regular reports will be submitted to the Joint Consultative Committee for review. This system will be used as a basis for measuring the outcome of agreed performance indicators.
- 44.2.10 Any dispute relating to Sick Leave must be pursued through Council's Grievance Procedure.
- 44.2.11 Employees relieving in a higher position will be paid up to two (2) days Sick Leave at the higher rate during a four (4) week period.
- 44.2.12 Absences greater than three (3) consecutive days will require a medical certificate from a medical practitioner.
- 44.2.13 Sick Leave will not apply to visits to a medical doctor or other ancillary practitioners where the visit is pre-planned and is for the purpose of having a general health check or for the purpose of maintaining their level of health. Examples would be for a six (6) month dental maintenance check, a visit to a GP to have an annual well-being check-up, or a visit to the optometrist to have a periodic sight check.
- 44.2.14 Periodic visits to a medical doctor as part of ongoing monitoring/treatment for a past illness or injury are considered to be Sick Leave.
- 44.2.15 Casual and temporary employees will receive leave without pay for periods of absence which were pre-planned (eg surgery) prior to them commencing their term of employment with Council.
- 44.2.16 Proof of genuine illness may be established through a number of means, including but not limited to:
- i Provision of medical certificates.

- ii Knowledge and understanding of an employee's medical history.
  - iii Personal contact between the employee and their supervisor/manager which may include a statutory declaration.
- 44.2.17 Council reserves the right to request supporting medical documentation and other proof of illness as considered appropriate in the event of absence. This could include referral to a medical practitioner of Council's choice.
- 44.2.18 Circumstances where this request could be made include instances of repeated and frequent single day or short term absence, or a pattern of absenteeism and long term absences.
- 44.2.19 Where it has been established that Sick Leave is being abused, the abuse will be addressed through the use of Council's Attendance Management Program and Disciplinary Procedures.
- 44.2.20 Long term illness will be reviewed at regular intervals to determine the ability of the employee to return to work either to their normal duties or alternative duties.
- 44.2.21 An employee will be required to notify their supervisor or designated employee of their absence from work prior to the commencement of their ordinary working hours.
- 44.2.22 Notification details to include expected length of absence.
- 44.2.23 Failure to notify of absence may result in non-payment of Sick Leave.
- 44.2.24 All claims for Sick Leave must be made on the prescribed forms provided by Council.
- 44.2.25 Failure to submit a Sick Leave Application, or failure to provide proof as requested by an employee's supervisor or manager, may result in non-payment of leave.
- 44.2.26 For information refer to Employment Policies and Procedures – Clause 55 Sick Leave (which is not incorporated in the terms of this Enterprise Agreement).
- 44.2.27 Council does not transfer Sick Leave (monetary value or number of days) for employees moving to another council.

#### Long Term Sick Leave

- 44.2.28 The payment of long term Sick Leave requires employees' to provide medical evidence which demonstrates the ability to return to preinjury duties or suitable alternate duties. The medical evidence must define the treatment required (allowing for reasonable accommodation of medical restrictions) and the timeframe for the employee to return to work. If sufficient medical evidence is not provided, ongoing paid sick leave will be reviewed.
- 44.2.29 Council may also request the employee to attend a doctor nominated by Council. Discussions will continue with the employee concerning their ongoing Sick Leave and taking in to account the Injury Management Policy.
- 44.2.30 On an ongoing monthly basis, a discussion will occur involving the employee, a support person/union representative (where requested) and management, to review the progress of recovery from the illness/injury and to establish whether a return to preinjury or suitable alternate duties is going to be likely and in what time frame.
- 44.2.31 The discussion will take in to account the Injury Management Policy. If the medical evidence states there is no likelihood of a return to work discussion will occur concerning the ongoing employment of the employee.
- 44.2.32 After one (1) month, an employee who has been absent on paid Sick Leave will need to provide more detailed medical evidence from their treating doctor relating to their condition and a date of their likely return to preinjury or suitable alternate duties. Council may also request the employee to attend a doctor nominated by Council
- 44.2.33 If an employee has provided more detailed medical evidence and remains absent on paid Sick Leave for two (2) months, Council can request from the treating doctor, a detailed report

relating to the employee's condition and to establish whether a return to preinjury or suitable alternative duties is likely and a likely date for this to occur.

44.2.34 At six (6) months of paid Sick Leave, a meeting will occur involving the employee, a support person/ union representative (where requested) and management to review the status of the illness/injury using a current medical report and to establish whether a return to preinjury or suitable alternative duties is likely and when this is likely to occur. The discussion will take in to account the Injury Management Policy:

- i If medical evidence provides a date in the near future for a return to preinjury or suitable duties Sick Leave payments will continue to that date.
- ii If the medical evidence states there is no likelihood of a return to work on preinjury or suitable alternative duties in the near future, discussion will occur concerning the ongoing employment of the employee and the application of medical retirement.

44.2.35 If at any time during the management of a long term injury/illness, the medical evidence is unable to provide a time frame for a return to preinjury or suitable alternative duties, discussion will occur concerning the ongoing payment of Sick Leave.

### 44.3 CARER'S LEAVE

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

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

44.3.3 Carer's Leave may be provided to an employee to attend to urgent short term (one or two days) care of dependants or family members. The intent being for the dependent carer (the employee) to deal with the initial urgency of the injury or illness and to arrange other care. If other care cannot be arranged, the employee should arrange to utilise accrued leave such as Flex, Leave in Lieu or Annual Leave.

44.3.4 It is reasonable to expect that one (1) day shall normally allow an employee to attend to a short term dependant illness or injury, or two (2) days in extenuating circumstances. Notwithstanding this, it is important that each case be considered on its merits when approving the period of Carer's Leave.

44.3.5 Leave without Pay (LWOP) applied for in conjunction with Carer's Leave does not require the employee to have exhausted other accrued leave

#### 44.3.6 **Proof Required:**

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

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

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

#### 44.3.8 Notification of Absences

- i An employee will be required to notify their supervisor, or other designated employee, of their absence prior to work or as soon as possible taking into account the situation at that time.
  - ii Notification details must also include expected length of absence.
  - iii Failure to notify of absence may result in non-payment of Carer's Leave.
- 44.3.9 Divisional Managers have discretion to utilise Special Leave provisions where it has been established that the employee, other than a casual employee:
- a Is the primary carer and there is an ongoing need following the Carer's Leave provisions for the care and support of dependants or immediate family members when they are ill, or who require care due to an unexpected emergency.
  - b Under the Special Leave provision, Carer's Leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
  - c These provisions are subject to the employee discussing the need with their manager and producing proof of the ongoing need by way of a medical certificate or statutory declaration.
  - d Such leave may be taken for part of a single day.
- 44.3.10 For guidelines refer to Council's Employment Policies and Procedures – Clause 44.2 Carer's Leave Guidelines for Supervisors (which is not incorporated in the terms of this Enterprise Agreement).

#### 44.4 EMERGENCY SERVICE

- 44.4.1 Employees who are emergency service volunteers will be paid wages or salary during their absence due to emergency service duties, subject to such absence being during normal working hours.
- 44.4.2 The following will apply in respect of this Clause:
- i An employee absent on volunteer fire fighting duties will notify their supervisor as soon as practicable on the first morning of absence.
  - ii Notation will be made by the employee on their timesheet/Flex sheet to reflect the period of absence.
  - iii Upon return to work the employee will complete a 'Leave Application Form' requesting special leave for the period of absence.

#### 44.5 ANNUAL LEAVE

- 44.5.1 All employees will be entitled to:
- i A period of Annual Leave equal to five (5) ordinary working weeks for each completed year of service to be taken at a mutually agreeable time. This Annual Leave will include a fixed component for all employees, subject to service needs of their area, to be taken during the Christmas/New Year period, with the remaining days to be taken at a mutually convenient time throughout the year.
  - ii Annual Leave must be applied for at least one (1) month in advance, however, applications for leave made at short notice will be considered by managers based on the merits of each case.

- 44.5.2 If an employee has been working at a higher grade and receiving higher grade pay for a continuous period of three (3) months or more, the Annual Leave will be paid at the higher rate.
- 44.5.3 Any employee who is sick whilst on Annual Leave and produces satisfactory medical evidence as soon as practicable that they are hospitalised or incapacitated to the extent that they are restricted to being at home or unable to undertake any form of travel, shall be granted at a time mutually convenient, additional leave equivalent to the period of sickness falling within the scheduled period of Annual Leave, provided that the period of sickness is at least five (5) consecutive days.
- 44.5.4 Where such leave is sought, notification should be made at the time of intention to claim Sick Leave.
- 44.5.5 Where such leave is sought, Council's Sick Leave policy shall apply (refer to the Employment Policies and Procedures – Clause 55 Sick Leave, which is not incorporated in the terms of this Enterprise Agreement).
- 44.5.6 No employee, under the terms of this Agreement should accumulate more than 10 weeks Annual Leave.
- 44.5.7 Where an employee has in excess of 10 weeks Annual Leave accumulated, they may be directed by their manager to take Annual Leave to reduce their accumulation to 10 weeks.
- 44.5.8 Where an employee has in excess of 10 weeks Annual Leave accumulated and:
- i they apply with reasonable notice to take Annual Leave in order to reduce their accumulation to 10 weeks; and
  - ii their leave application is refused;
- the employee may request to be paid any leave accumulation in excess of 10 weeks.
- 44.5.9 Annual Leave is paid on termination, pro rata, to the date of resignation.
- 44.5.10 Leave in excess of one (1) week may be paid in advance if requested. Request for payment of leave in advance must be made four (4) weeks in advance of taking leave.
- 44.5.11 Employees can request pay-out of some of their Annual Leave entitlements for proven personal hardship. The employee must put their request in writing and a minimum balance of five (5) weeks Annual Leave must be retained by the employee after they have received the pay-out.
- 44.5.12 For information refer to Employment Policies and Procedures – Clause 39 Annual Leave (which is not incorporated in the terms of this Enterprise Agreement).

#### 44.6 LONG SERVICE LEAVE

- 44.6.1 Employees will be entitled to Long Service Leave according to the scale below:
- i After five (5) years' service 6.5 weeks
  - ii After 10 years' service 6.5 weeks
  - iii After every further five (5) years completed service 13 weeks
- 44.6.2 Prior continuous service with other councils is deemed as service with this Council for calculations of Long Service Leave. Details of service are obtained from council's involved by the Human Resources Division.
- 44.6.3 Long Service Leave is to be taken in periods of one (1) day or greater at a time mutually convenient to Council and an employee.
- 44.6.4 Any employee who is sick whilst on Long Service Leave and produces satisfactory medical evidence as soon as practicable that they are hospitalised or incapacitated to the extent that



they are restricted to being at home or unable to undertake any form of travel, shall be granted, at a time mutually convenient, additional leave equivalent to the period of sickness falling within the scheduled period of Long Service Leave; provided that the period of sickness is at least ten (10) consecutive days:

- i Where such leave is sought, notification should be made at the time of intention to claim Sick Leave.
- ii Where such leave is sought, Council's Employment Policies and Procedures – Clause 55 Sick Leave (which is not incorporated in the terms of this Enterprise Agreement) shall apply.

44.6.5 Long Service Leave accrued may be taken at half pay or double pay subject to the approval of the Divisional Manager. When leave is taken at half pay the accruals during the period of leave are calculated at half the normal accrual rate.

#### 44.6.6 **Transfer of Long Service Leave between Councils**

When an employee transfers from one employer to another, the former employer shall pay to the newly employing employer the monetary equivalent of all Long Service Leave accruing to the employee at the time of transfer, up to a maximum of five (5) years of accrual, calculated at the rate/s of accrual applying to leave accrued in the five (5) years immediately prior to the transfer.

By agreement between the former employer and the newly employing employer, more than the monetary equivalent of five (5) years of accrued Long Service Leave may be transferred.

#### 44.6.7 **Cashing Out Excess Long Service Leave**

An employee who is entitled to Long Service Leave, may, with the consent of the employer, cash out a particular amount of Excess Long Service Leave.

Excess Long Service Leave means the Long Service Leave that an employee has accrued under the Enterprise Agreement that is in excess of the Long Service Leave that the employee would have accrued if covered by section 4 of the Long Service Leave Act 1955 (as at the date of this Agreement). In determining excess Long Service Leave for Wollongong City Council employees, Long Service Leave under the Long Service Leave Act accrues at the rate of 0.867 weeks per year of service.

There are two available options; the cashing out of excess Long Service Leave and Salary Sacrificing Long Service Leave into Superannuation as Ordinary Time Earnings.

#### 44.6.8 **Salary Sacrifice Arrangements – Long Service Leave**

- a For the purposes of this Sub-Clause:
  - i 'Eligible employee' means an employee with at least 5 years continuous service with Council who has an accrued entitlement to Long Service Leave under the Enterprise Agreement that is in excess of the Long Service Leave entitlement that the employee would have accrued if covered by section 4 of the Long Service Leave Act 1955 (NSW).
  - ii 'Excess LSL' means the Long Service Leave that an employee has accrued under the Enterprise Agreement that is in excess of the Long Service Leave that the employee would have accrued if covered by section 4 of the Long Service Leave Act 1955 (NSW).
  - iii 'LSL' means Long Service Leave.
  - iv 'LSL Act' means the Long Service Leave Act 1955 (NSW).
  - v 'Ordinary Time Earnings' has the same meaning as in section 6(1) of the Superannuation Guarantee (Administration) Act 1992 (Cth).
  - vi 'Superannuation Fund' means the Local Government Superannuation Scheme.



- b Subject to this Clause, eligible employees may, with the consent of Council, cash out some or all of their Excess LSL.
- c Any Excess LSL cashed out in accordance with this Clause shall be paid to the employee at the employee's ordinary pay.

*Example: A full time employee with 10 years' continuous service with Council accrues 13 weeks LSL under the Enterprise Agreement, whereas they would have only accrued 8.66 weeks LSL if covered by s4 of the LSL Act. After 10 years' service, the employee would have 4.34 weeks Excess LSL which may, with the consent of Council, be cashed out.*

- d Eligible employees who have Excess LSL cashed out under this Clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.

The following table was put together to assist with working out an employee's Excess LSL which can be cashed out under the Enterprise Agreement:

Length of Service	EA Entitlement	LSL Act Entitlement*	Excess LSL
After 5 years' service**	6.5 weeks		2.16 weeks
After 10 years' service	13 weeks	8.66 weeks	4.34 weeks
After 15 years' service	26 weeks	12.99 weeks	13.01 weeks
After 20 years' service	39 weeks	17.33 weeks	21.67 weeks
For every completed period of 5 years' service thereafter	13 weeks	4.33 weeks	8.67 weeks

\*NOTE 1 – Sub-section 4(2) (a2) of the Act provides that 'month' means 4 and 1/3 weeks.

\*\*NOTE 2 – Unlike the EA, the Act does not provide an entitlement at 5 years' service.

- There is no requirement for an employee to retain a certain amount of their excess LSL. If an employee elects to do so, with the consent of Council, they are able to cash out the whole portion of excess LSL on one (1) occasion.
- Where an employee has already taken some of their accrued LSL entitlement in accordance with the Agreement, this is likely to impact the amount of excess LSL they are able to access.

#### Calculating an Employee's Excess LSL under the EA

- Identify **A** an employee's LSL entitlement under the Enterprise Agreement noting of course that the entitlement can be a pro rata amount and the accrual is initially 1.3 weeks per year of service and 2.6 weeks per year after 15 years of service.
- Identify **B** that being the LSL entitlement under the *Long Service Leave Act 1955* noting that under the Act the accrued entitlement is only available to take after every five years of service.
- Identify **C** that being the amount of LSL already taken by the employee.
- Calculate **D** which is the difference between the employee's entitlement under the EA and the entitlement under the Act ie  $(A-B) = D$ .
- Calculate **E** which is the employee's remaining LSL balance ie  $(A-C) = E$ .
- **F** which is the amount of leave that may be cashed out.
  - If  $E > D$  then  $F = D$  that is to say if the employee's untaken LSL leave balance exceeds the difference between the EA entitlement and the statutory entitlement then the amount that may be cashed in is limited to the difference between the EA and Act entitlement.
  - If  $E < D$  then  $F = E$  that is to say of the employee's untaken LSL leave is less than the difference between the EA and statutory entitlement then the amount that may be cashed out is the remaining untaken LSL balance.

#### 44.6.9 Termination

- 44.6.9.1 Where an employee has completed five (5) years or more service, Long Service Leave is payable pro-rata, to the date of termination.
- 44.6.9.2 An employee transferring to another council can elect to have the Long Service Leave credits transferred to that council. The calculation of such credits is to be in accordance with Local Government State Awards, and not the Wollongong City Council's Enterprise Agreement.

- 44.6.9.3 Where Long Service Leave accrual still applies in accordance with the provisions of the Enterprise Agreement, it is only payable when:
- i The employee retires due to:
    - a age, as determined by the State Authorities Superannuation Board; or
    - b ill health.
  - ii Employment is terminated by Council for cause other than misconduct.
- 44.6.9.4 The application is to be submitted by the employee. If a response (approved or non-approved) can be provided immediately this should occur, otherwise reasons for a delay are to be communicated at that time. The supervisor should respond within 10 working days of the date of receipt of the application.
- 44.6.9.5 For employees as at 1 July 2015 and who are yet to receive their initial Long Service Leave accrual, periods of unpaid parental leave will be considered in the calculation of service for Long Service Leave purposes.

#### 44.7 PARENTAL LEAVE

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

##### 44.7.2 Definitions

'Parental'	applies to the primary caregiver of a natural or adopted child
'Maternity'	applies to the child bearer
'Paternity'	applies to the partner of the child bearer
'Primary Caregiver'	the one (1) parent primarily responsible for rearing the child during the leave period
'Adoption Leave'	adoption leave can be taken by a female or male employee in connection with the adoption by the employee of a child under the age of 18 years

44.7.3 Parental Leave will be interpreted consistent with the provisions of Part 4, Parental Leave of the Industrial Relations Act 1996 (NSW) as amended and Sections 67 to 85 and of the Fair Work Act 2009 (Cth).

44.7.4 Parental Leave is an entitlement for parents who will be the primary caregiver of the child during the leave period (unless otherwise specified by special conditions such as Special Maternity Leave, Special Paternity Leave and Special Adoption Leave). This includes any Annual or Long Service Leave taken as part of the Parental Leave Period.

44.7.5 For the purpose of this Clause, the period of leave, both paid and unpaid (including any Annual or Long Service Leave) will be referred to as Parental Leave. Accordingly, an employee may access their accumulated Annual and Long Service Leave entitlements during the period of Parental Leave. This leave must be taken in blocks.

44.7.6 Following a period of 12 months unbroken service, an employee will be granted Parental Leave for an unbroken period as outlined in Clause 44.7.11 after the birth or adoption of a child.

44.7.7 Should a permanent employee have not worked for a period of 12 months of unbroken service then the period of leave shall be negotiated with the Divisional Manager under Council's Employment Policies and Procedures – Clause 30.11 Leave Without Pay (which is not incorporated in the terms of this Enterprise Agreement).

44.7.8 Employees should notify Council as soon as practicable of pregnancy or impending adoption.

- 44.7.9 Temporary employees who have reasonable expectation of ongoing employment, have been with Council for a minimum of two (2) years on a regular basis, and have obtained a minimum of 12 months actual service, will be entitled to the provisions of paid and unpaid Parental Leave.
- 44.7.10 Casual employees who have reasonable expectation of ongoing employment, have been with Council for a minimum of two (2) years on a regular basis, and have obtained a minimum of 12 months actual service, will be entitled to the provisions of unpaid Parental Leave based on calculation of the quantum of the proportion of hours worked over the last 12 months. Casual employees will not be disadvantaged under the requirements of this policy.
- 44.7.11 Employees are entitled to access up to 12 months of Parental Leave, with the ability to request an additional 12 months of Parental Leave immediately following the initial 12 month period. No further extensions to Parental Leave beyond 24 months will be granted.
- 44.7.12 Requests for an extension must be made in writing at least four (4) weeks before the end of the Parental Leave period. Council will respond to such request in writing within 21 days.
- 44.7.13 Extension of Parental Leave will be considered on a case by case basis, taking into account the effect on the workplace and ability to temporarily replace the employee.
- 44.7.14 Permanent employees will be entitled to:
- i Maternity Leave – 60 days on full pay or 120 days at half pay or the NSW Local Government (State) Award Maternity Leave provision on full pay or at half pay, whichever is the greater (for the child bearer). Public holiday/s which fall within the paid period of Maternity Leave, will be added to the end of the paid Maternity Leave.
  - ii Paternity Leave – nine (9) calendar weeks of full pay for the primary carer (does not include the child bearer). There is no provision for extending the period of paid Paternity Leave for public holidays that fall within the nine (9) calendar weeks.
- Where the employee has taken either paid Maternity or Annual or Long Service Leave on half pay, the public holiday shall also be paid at half pay.
- Paid Maternity or Paternity Leave is calculated on a pro rata basis for permanent part time employees.
- Where Maternity Leave is taken at half pay, accruals during the period of the leave are calculated at half the normal accrual rate.
- 44.7.15 Paid leave must be taken in one block at any time during the Parental Leave period.
- 44.7.16 The employee may choose to commence paid Maternity Leave up to six (6) weeks prior to the expected date of the birth of the child.
- 44.7.17 An employee returning from Maternity Leave who requests a change in position which may involve a lower paid job, different work arrangements or different hours of work, Council will support the person to find a suitable position.
- 44.7.18 Special Paternity Leave (unpaid) of an unbroken period of up to one (1) week is available to partners in the event of the loss of the pregnancy.
- 44.7.19 Special Maternity Leave (unpaid) will also be available to the child bearer in the event of a terminated pregnancy or loss of child if Parental Leave has not already commenced. This leave is to be negotiated with the Division Manager. Should medical evidence be provided then the leave will fall under Council's Employment Policies and Procedures – Clause 55 Sick Leave (which is not incorporated in the terms of this Enterprise Agreement).
- 44.7.20 For the purposes of the adoption of a child up to the age of 18 years of age, the provision of paid maternity and paternity will apply. If both parents are employees of Wollongong City Council, the shared arrangement in Clause 44.7.29 will be applied. This will require with one (1) person nominated as the primary caregiver for the adopted child.

- 44.7.21 Special Adoption Leave (unpaid) is also available to attend compulsory interviews or examinations related to the adoption process to a maximum of two (2) days unpaid. Alternatively, employees may access other forms of accumulated leave.
- 44.7.22 For adoption, the period is three (3) weeks. During Special Paternity Leave, employees need not be the primary caregiver of the child. Alternatively, employees may access their accumulated Annual or Long Service Leave.
- 44.7.23 If an employee's partner is on full time domestic duties, or receiving paid or unpaid leave from an employer, the employee is deemed to be not the 'primary caregiver' and therefore not entitled to Parental Leave.
- 44.7.24 Employees are not to take Parental Leave at the same time as their partner. This does not apply to Special Maternity Leave, Special Paternity Leave and Special Adoption Leave.
- 44.7.25 Special Paternity Leave (unpaid) of an unbroken period of up to one (1) week at the time of the birth of the child is available to partners. During Special Paternity Leave, employees need not be the primary caregiver of the child. Alternatively, employees may access their accumulated Annual or Long Service Leave.
- 44.7.26 Employees who are not the primary caregiver of the child may make application for Annual Leave, Long Service Leave or Leave Without Pay. Each application will be considered under the relevant policy.
- 44.7.27 Upon the provision of medical evidence which states that an employee's partner, is medically unfit to be the primary caregiver for a defined period, an employee can make application for the provisions of Parental Leave (paid and unpaid) for that period.
- 44.7.28 In the event that an employee's partner (who has been the 'primary caregiver') returns to work on a part time basis, the employee can apply for paid Parental Leave (to become the 'primary caregiver') up to five (5) days per week, for a block period which can extend up to a maximum of nine (9) calendar weeks for the days which the employee's partner resumes work. Irrespective of the number of days taken in each week, the period of paid Parental Leave expires after nine (9) weeks.
- 44.7.29 Where the parents are both employees of Wollongong City Council, up to 21 calendar weeks can be shared. For the child bearer their nominated period of leave taken as part of the shared 21 weeks can be taken at half pay. The shared leave can be taken in any arrangement requested providing the primary carer (not the child bearer) can only take full paid leave up to a maximum quantum of nine (9) calendar weeks.
- 44.7.30 Where the parents of the child both work at Wollongong City Council and one parent is on Parental Leave, the other parent may apply to access their accumulated Annual Leave or Long Service Leave during the same period. However if such leave is sought for the purpose of being the primary caregiver, and therefore is a legislative entitlement, the total period of such leave for both parents will not exceed 104 weeks in accordance with the requirements of this policy, notwithstanding Clause 44.7.11.
- 44.7.31 For information refer to Council's Employment Policies and Procedures – Clause 53 Parental Leave (which is not incorporated in the terms of this Enterprise Agreement).

#### 44.8 **BEREAVEMENT LEAVE**

- 44.8.1 Subject to this Clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence to Council of such, the employee shall be entitled to Bereavement Leave as follows:
- a Up to four (4) days paid Bereavement Leave upon the death of a member of the employee's immediate family; or
  - b Up to two (2) days paid Bereavement Leave upon the death of a member of the employee's extended family;

44.8.2 For the purposes of this Clause, immediate family shall mean the following:

- a a spouse or de facto partner of the employee;
- b a child of the employee;
- c a parent of the employee;
- d a sibling of the employee;
- e a grandchild of the employee;
- f a child of the spouse or de facto partner of the employee;
- g a parent of the spouse or de facto partner of the employee;
- h a sibling of the spouse or de facto partner of the employee;
- i a grandchild of the spouse or de facto partner of the employee; or
- j a member of the employee's extended family living in the same domestic dwelling as the employee.

44.8.3 For the purposes of this Clause, extended family shall mean the following:

- a a niece of the employee;
- b a nephew of the employee;
- c an uncle of the employee;
- d an aunt of the employee;
- e a grandparent of the employee;
- f a grandparent of the spouse or de facto partner of the employee;
- g the spouse or de-facto partner of a sibling of the employee;
- h the spouse or de-facto partner of the employee's child (son in law or daughter in law).

44.8.4 Council may grant an employee Bereavement Leave (eligibility or quantum) if satisfied that extenuating circumstances exist.

**44.8.5 Leave for Attendance at Funerals**

- a Where an employee of Council dies, Council will grant one (1) day of special leave with pay to the deceased employee's immediate co-workers, (eg gang) and two (2) official representatives of his/her union.
- b Where an employee wishes to obtain leave in line with the provisions of Section 44.8.1 they should complete a 'Leave Application Form' and seek the approval of their Divisional Manager.
- c Under no circumstances should employees absent themselves from the place of work prior to obtaining permission.

**44.8.6 Bereavement Entitlements for Casual Employees**

- a Subject to providing satisfactory evidence to Council, casual employees are entitled to not be available to attend work, or to leave work upon death of a person as provided in Sub-Clause 44.8.2 to 44.8.4 of Clause 44.8.
- b The casual employee is not entitled to any payment for the period of non-attendance.
- c Council must not fail to reengage a casual employee because the employee accessed the entitlements provided for in this Clause. The rights of Council to engage or not engage a casual employee are otherwise not affected.

## 45 SPECIAL LEAVE

### 45.1 VOLUNTEER FIREFIGHTERS TO COMPETE IN ANNUAL NSW COMPETITIONS

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

- i Such leave can be granted where it does not adversely affect Council's operations.

- ii Production of evidence from the Officer-in-Charge of the Fire Station in which the volunteer fire fighter is engaged to show that the Brigade is participating in the championships and that the service of the employee is required for that purpose.

#### 45.2 REPRESENTING DISTRICT, NSW OR COUNTRY

- 45.2.1 Where a permanent employee is selected to represent New South Wales or country they will be granted a maximum of one (1) week's special leave with pay in a 12 month period commencing from the date of leave and the remainder of any leave required to travel to and from and complete participation without pay.
- 45.2.2 Where a permanent employee is selected to represent the district such employee will be granted special leave without pay for a sufficient period to travel to and from and complete participation for a maximum one (1) period per year, commencing from the date of leave.
- 45.2.3 Where an employee has been chosen to participate in a representative event and wishes to take leave in accordance with this Clause such employee should submit a 'Leave Application Form' for approval to the Divisional Manager stating the nature and period of leave requested and reasons for leave. This form should be accompanied by documentation certifying they are to participate in a representative event.

#### 45.3 PARTICIPATION IN COMMUNITY SERVICE ORGANISATIONS

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

#### 45.4 DEFENCE RESERVES LEAVE

- 45.4.1 Council will grant leave for service in the Defence Force Reserves up to a total of:
  - First year only – 35 working days for compulsory basic training.
  - Subsequent years – 20 working days in each financial year for annual training and some additional specialist training.
- 45.4.2 Reservists required to attend compulsory training in their first year as a reservist, will, in addition to the leave outlined above, be granted leave as required (subject to operational requirements) provided that Council receives payment under the ADF Reserves Employer Support Payment Scheme (ESP) for this leave.

This additional leave will be paid as Defence Reserves Leave on the basis that Council receives the Support Payment under the ESP Scheme. If the ESP payment is not approved, then the leave will be reversed from Defence Reserves Leave to other leave as nominated by the employee. Where the employee has insufficient leave for the leave reversal to take place, arrangements will be made to repay the amount from other leave as it accrues, or by other agreed means.
- 45.4.3 Any leave in excess of that specified above will be taken from leave nominated by the employee.
- 45.4.4 Council will pay top-up pay (if necessary) between Defence Force pay and the ordinary wage or salary of any employee who is a member of the Reserves for periods of Defence Reserves Leave occurring during the normal spread of working hours.



- 45.4.5 Defence Reserves Leave will be taken to be service with Council for the purposes of accrual of leave and superannuation.
- 45.4.6 Any employee seeking leave in accordance with this policy must submit a 'Leave Application Form' and 'ESP Claim Form' to their Divisional Manager as soon as they become aware of the Defence Service.
- 45.4.7 Where Defence Reserves Leave would cause serious difficulty for the work unit the employee normally works in, the leave may be refused. The Manager Human Resources will liaise with the Australian Defence Force if leave becomes an issue, to work out acceptable alternatives.
- 45.4.8 Council may be eligible for Employer Support Payments where:
- The leave continues beyond a qualifying period of 14 (calendar) days Defence Service (in a single period or blocks of five (5) consecutive days or longer) in a single financial year.
  - The leave is for a minimum of five (5) consecutive days Defence Service.
  - The employee is on Defence Reserves Leave or Leave Without Pay (not on any kind of accrued leave).
  - Council agrees to protect their employee's job while he/she is on Defence Service.
- 45.4.9 The employee is to claim the payment from their unit as soon as possible, but no later than six (6) months from the first day of service for which the claims are being made.

#### 45.5 OVERSEAS STUDY LEAVE

- 45.5.1 That Overseas Study Leave be on the ratio of two (2) weeks Annual Leave to one (1) week Study Leave, this policy applies in instances where some other funding body provides the finance.
- 45.5.2 The following procedure will apply in the event of an employee requesting Overseas Study Leave:
- 45.5.2.1 The employee will submit a 'Leave Application Form' to the Divisional Manager with documentation detailing the period of leave requested and nature of study they wish to undertake.
- 45.5.2.2 If the Divisional Manager endorses such leave a report will be prepared to the Divisional Manager setting out details of leave requested and why such request is supported.
- 45.5.2.3 If the period of leave requested exceeds four (4) weeks the Divisional Manager will prepare a report on the matter to the General Manager. If the period of leave requested is less than four (4) weeks the Divisional Manager has delegated authority to approve/disapprove such leave.
- 45.5.3 An employee who undertakes Overseas Study Leave may elect to use any accrued Annual Leave and/or Long Service Leave entitlements. In the event of this, pro-rata payment will not be available.
- 45.5.4 Unless an employee elects to avail themselves of the provisions of the above Clause, all Overseas Study Leave will be Leave Without Pay.
- 45.5.5 The employee and Council will each maintain their own superannuation contributions for the period of unpaid leave. In addition, it will be the employee's responsibility to make appropriate arrangements for the continuing payment of other regular payroll deductions.
- 45.5.6 An absence on Overseas Study Leave will not interrupt the continuity of service with Council, however, any absence, unless taken using accrued leave entitlements will not be taken into account in calculating for any purpose the period of service with Council.

45.5.7 An employee on Overseas Study Leave may terminate their services at any time during this period of leave. For the purposes of calculating entitlements etc the termination date will be taken as the date Council received such notification.

#### 45.6 ATTENDANCE AT COURT ON SUBPOENA OR FOR JURY SERVICE

##### 45.6.1 Witnesses

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

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

##### 45.6.2 Jury Service

If an employee is called for jury service and/or serves on a jury, they will be granted Leave of Absence and will be paid the difference between their ordinary salary or wages and the fee they received for jury service, and such employees will be required to produce evidence to show what payment they received for such jury service. An employee will be required to make application for the difference between their salary and the payment received, stating the hours they were in attendance at the court. If an employee is dismissed from jury service in the morning they should return to work or take leave for the remainder of the day.

#### 45.7 LEAVE OF ABSENCE – BEACH AND POOL EMPLOYEES

45.7.1 The objective of this Clause is to reduce staffing costs during winter and allow permanent Beach and Pool personnel the opportunity to gain professional experience outside Council's employ.

45.7.2 Permanent Beach and Pool employees are encouraged to take up employment elsewhere during the winter season.

45.7.3 Leave of Absence is made available on the provision that the employee returns for duty at the commencement of the following swimming season.

45.7.4 An employee requesting leave in accordance with the terms of this policy will submit the appropriate Leave Application Form to the Divisional Manager with documentation detailing the period of leave requested.

45.7.5 An employee who undertakes leave in accordance with this Clause may elect to use accrued Annual Leave and/or Long Service Leave entitlements. In the event of this, pro-rata payment will not be available.

45.7.6 Unless an employee elects to avail themselves of the provisions of the above Clause, all Leave of Absence will be Leave Without Pay.

45.7.7 The employee and Council will each maintain their own superannuation contributions for the period of unpaid leave. In addition, it will be the employee's responsibility to make appropriate arrangements for the continuing payment of other regular payroll deductions.

45.7.8 An absence in line with this Clause will not interrupt the continuity of service with Council; however any absence, unless taken using accrued leave entitlements, will not be taken into account in calculating for any purpose the period of service with Council.

#### 45.8 EXCHANGE LIFEGUARD PROGRAM

45.8.1 The objectives of the Exchange Lifeguard Program are:

- i To improve lifesaving standards and procedures at an international level.
- ii To increase an international understanding of problems associated with professional life guarding.
- iii To enable professional lifeguards to gain experience and further knowledge of their profession.
- iv To create goodwill between participating countries.

45.8.2 Wollongong City Council supports an Exchange Lifeguard Program.

45.8.3 For information refer to Employment Policies and Procedures – Clause 45 Exchange Lifeguard Program (which is not incorporated in the terms of this Enterprise Agreement).

#### 45.9 LEAVE WITHOUT PAY

45.9.1 All applications for Leave Without Pay (LWOP) will be referred to the relevant Divisional Manager for determination.

45.9.2 Each case is to be assessed on its merits, taking into account factors such as length of service of the employee, past performance of the employee, the impact of the leave on the division and the reasons for the employee requesting leave.

45.9.3 The Divisional Manager will consider the request for Leave Without Pay and provide the employee with a determination within one (1) month or other agreed time.

45.9.4 Employees have to exhaust all Annual Leave, Flex and days in lieu before being granted LWOP except in the case of LWOP being taken during Parental Leave period.

45.9.5 LWOP will not be granted to an employee to take up other external employment 'unless there is a demonstrated benefit to Council' as determined by management.

45.9.6 Any grievance concerning an application for Leave Without Pay not approved should be pursued through Council's Grievance Procedure.

45.9.7 The employee will submit a 'Leave Application Form' to the Divisional Manager with documentation detailing the period of leave requested.

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

45.9.9 An employee on Leave Without Pay may terminate their services at any time during this period of leave. For the purposes of calculating entitlements etc the termination date will be taken as the date Council received such notification.

45.9.10 An absence on Leave Without Pay will not interrupt the continuity of service with Council, however, any absence on such leave (with the exception of unpaid Parental Leave) will not be taken into account in calculating for any purpose the period of service with Council.

#### 45.10 ABSENCE FROM DUTY

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

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

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

45.10.4 In the instance where an employee has falsified their Timesheet/Flexsheet, Council's Disciplinary Procedures will be invoked.

#### 45.11 LEAVE FOR VICTIMS OF FAMILY AND DOMESTIC VIOLENCE

Divisional Managers may grant special leave with pay, to an employee to cover any specific matter/s relating to Family and Domestic Violence (for further information refer to Council's Employment Policies and Procedures – Domestic Violence Policy, which is not incorporated in the terms of this Enterprise Agreement).

## 46 WORK HEALTH AND SAFETY

46.1 Wollongong City Council is committed to providing a safe working environment for its employees, contractors and visitors.

46.2 In order to support a high standard of health, safety and welfare for all persons, Council has committed to the development, implementation, monitoring and evaluation of the Work Health and Safety (WHS) system.

46.3 Council has a [Fit for Work \(Drug and Alcohol\) Policy](#) to assist Council in fulfilling its WHS obligations and duty of care to ensure the health, safety and welfare of all employees and others in the workplace. The policy can be accessed through Council's WHS Intranet site or through Council's supervisory employees.

46.4 All WHS policies and procedures can be accessed through Council's WHS Intranet site or through Council's supervisory employees.

## 47 PROTECTIVE CLOTHING

47.1 Council issues the necessary protective clothing and footwear to employees as appropriate to the nature of the work involved or the conditions under which they are employed. Under the Work Health and Safety Act Council is required to provide protective clothing and employees are obliged to wear it.

#### 47.2 PROTECTIVE CLOTHING ENTITLEMENT

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

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

47.4 An employee who reports for work without their Council issued protective clothing or footwear will be sent home to obtain it and will not be paid for the time they are absent from work.

## 48 WORKERS' COMPENSATION – CLAIMS

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

### 48.2 NOTICE OF INJURY

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

### 48.3 CLAIMS FOR COMPENSATION

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

## 49 WORKERS' COMPENSATION – ACCIDENT PAY

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49.1 To provide continuity of rates of pay during Workers' Compensation in accordance with Council's Enterprise Agreement.

49.2 In the event of an employee being absent from duty owing to circumstances which give a right to payment of compensation under the Workers' Compensation Act 1987 as amended, the employee will be paid the difference between the amount of their compensation entitlement and the rate of pay to which the employee would have been entitled for the period of absence from duty, provided such payments will not extend beyond two (2) years from the date of accident. Should circumstances necessitate an absence from duty in excess of two (2) years, the rates of pay will be as determined by the Workers' Compensation Act 1987, as amended.

49.3 In the event of compensation claims not being recognised an employee will not be entitled to accident pay but may claim sick pay for such absence.

49.4 In the event of a claim being brought before the Court, Council will seek refund of all accident pay as part of any successful settlement.

49.5 Notwithstanding the above entitlements, Council's Injury Management Program will be implemented.

## 50 WORKPLACE INJURY MANAGEMENT

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50.1 Wollongong City Council is committed to providing efficient Workplace Injury Management for its injured employees. Accordingly, Council is aware of its obligation to make every effort to ensure any injured employee is restored to his/her fullest physical, psychological, social, vocational and economic capability, consistent with their preinjury status.

- 50.2 Council aims to assist all employees to return to work following injury, whether that injury is work related or not. Council however will only offer rehabilitation in non-work related cases where there is evidence that the employee will be able to return to their preinjury position or another productive position with minimal retraining.
- 50.3 Council is committed to the prevention of injury or illness through the Workplace Injury Prevention and Management Program. However, in the unfortunate event that injury or illness occurs, efficient Workplace Injury Management will be provided as soon as possible after injury and will be in line and consistent with medical judgement.
- 50.4 For information refer to Employment Policies and Procedures – Clause 67 Workplace Injury Management (which is not incorporated in the terms of this Enterprise Agreement).

## 51 UNION REPRESENTATION

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- 51.1 Wollongong City Council recognises the importance of maintaining good relations and communications with Unions and Professional Associations representing its employees. The benefit of such is to promote a productive and stable working environment with a minimal level of industrial disputation.
- 51.2 Wollongong City Council acknowledges the contribution required of union full time officials, branch officers, Wollongong City Council employees committee and their job delegates in order to achieve good industrial relations. For internal meetings concerning workplace matters, disputes, grievances or disciplinary matters, two (2) union representatives from the one (1) union shall attend unless prior to the meeting, the need for more representatives has been raised. This will not apply to regular planned committee meetings where designated union representation is defined.
- 51.3 Wollongong City Council management shall acknowledge the key role of the employees' positions who hold office within their Union or Professional Association. Management shall recognise representatives in their performance of their combined responsibilities as union officers and employees including the ability of Branch Officers and other delegates to attend accredited union training days and the ability of Branch Officers to attend Branch meetings and Branch Committee of Management meetings. (Branch Officers refers to union members elected to a position involving representation above the local level.)
- 51.4 Executive members have a right to pursue issues relevant to Council/Union business without recrimination.
- 51.5 Requests for secondment of Council union members as union officials will be considered by the General Manager and assessed upon operational requirements. Service with Council will be unaffected as long as all costs associated with the secondment are reimbursed to Council by the relevant union.
- 51.6 Full time officials of any Union or Professional Association with members employed by Council will have unrestricted access to their members, the General Manager and the Manager Human Resources following notification.
- 51.7 Elected union delegates shall have direct access to the General Manager and Manager Human Resources in matters of an urgent nature. Prior to such meeting, the Manager Human Resources shall be notified as to the nature of the request and a time, date and venue for the meeting shall be arranged.
- 51.8 Notwithstanding Clause 51.7, management will convene a monthly meeting of the relevant Wollongong City Council employees committee to disseminate information and to discuss policy and direction matters arising from Council and union meetings.
- 51.9 Council management will conduct regular divisional forums for the purpose of encouraging an improved method of communication of workplace change etc.
- These meetings will be attended by the employees of the respective division and the relevant Wollongong City Council staff committee representatives will be encouraged to participate.



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

- 51.10 Elected union delegates shall have unrestricted access to meet with full time union officials in the performance of their duties.
- 51.11 An elected union representative will be included in Council's Corporate Induction Day to provide appropriate information relating to the services of the union. Such presentation will be in the mode, style and timing that is conducive to good industrial relations.
- 51.12 In matters that may be before the Industrial Relations Commission, the Unions and Associations may be represented by up to four (4) representatives.
- 51.13 In all of the above, the nature of the activity undertaken shall be entered on the employee's timesheet and, wherever possible, the appropriate manager given prior notice (Wages Branch).
- 51.14 The role of job delegates in representing sections of the work force shall be recognised upon notification to Council.
- 51.15 Elected union delegates shall be granted reasonable time to discuss with members and supervisors of their division, matters of immediate industrial concern in accordance to the Grievance Procedure in the Enterprise Agreement.
- 51.16 Elected union delegates shall be granted one (1) half day per annum to permit canvassing of membership of their union.
- 51.17 Elected union delegates shall not leave their place of work to conduct union business without receiving prior approval from their immediate supervisor or higher. In instances where a union delegate is required to immediately attend an urgent meeting the delegate, if unable to speak to their immediate supervisor, can use email or telephone (including a message) to advise their supervisor.
- 51.18 All union representatives in compliance with the procedure shall not suffer a reduction in pay or entitlements.

## 52 UNION MEMBERSHIP

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

## PAYMENT OF UNION SUBSCRIPTIONS

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

## 53 ABSENCE TO ATTEND ANNUAL UNION CONFERENCE

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- 53.1 Council will grant accredited Annual Conference Union Delegates Leave With Pay to attend their Annual Union/Association Conference as follows:
- Up to three (3) representatives from the USU Wages (Southern Branch representatives).
  - Up to two (2) representatives from the USU Salaried Staff Committee (Metropolitan Salaried Officers Branch).
  - One (1) representative from all other unions and associations represented within the organisation.



- 53.2 An accredited annual conference union delegate who wishes to obtain Leave With Pay to attend their annual Union/Association Conference should submit an 'Application for Leave' form to their supervisor.
- 53.3 The authorised 'Application for Leave' will be processed in the normal manner.

## 54 RATES OF PAY

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

### 54.1 WAGE AND SALARY MOVEMENTS

An increase of 2.5% to wages and salaries from 1 July 2018

An increase of 2.5% to wages and salaries from 1 July 2019

An increase of 2.5% or NSW Local Government (State) Award figure, whichever is greater, to wages and salaries from 1 July 2020

### 54.2 MOVEMENTS TO ALLOWANCES

An increase of 2.5% to allowances as from 1 July 2018

An increase of 2.5% to allowances as from 1 July 2019

An increase of 2.5% or NSW Local Government (State) Award figure, whichever is greater, to allowances as from 1 July 2020

### 54.3 PAY SCHEDULES

Grade	Plus 2.5% as at 1/07/2018	Plus 2.5% as at 1/07/2019	Plus 2.5% as at 1/07/2020
1	\$52,776.43	\$54,095.84	\$55,448.24
2	\$53,567.85	\$54,907.05	\$56,279.73
3	\$54,371.34	\$55,730.62	\$57,123.89
4	\$55,186.86	\$56,566.53	\$57,980.70
5	\$56,014.46	\$57,414.82	\$58,850.19
6	\$56,855.00	\$58,276.37	\$59,733.28
7	\$57,707.47	\$59,150.16	\$60,628.91
8	\$58,573.01	\$60,037.34	\$61,538.27
9	\$59,451.54	\$60,937.83	\$62,461.27
10	\$60,343.43	\$61,852.02	\$63,398.32
11	\$61,248.59	\$62,779.80	\$64,349.30
12	\$62,167.32	\$63,721.50	\$65,314.54
13	\$63,100.00	\$64,677.50	\$66,294.44

Grade	Plus 2.5% as at 1/07/2018	Plus 2.5% as at 1/07/2019	Plus 2.5% as at 1/07/2020
14	\$64,046.51	\$65,647.67	\$67,288.86
15	\$65,007.86	\$66,633.05	\$68,298.88
16	\$65,982.33	\$67,631.88	\$69,322.68
17	\$66,972.16	\$68,646.46	\$70,362.62
18	\$67,976.39	\$69,675.80	\$71,417.70
19	\$68,996.19	\$70,721.10	\$72,489.13
20	\$70,030.75	\$71,781.52	\$73,576.05
21	\$71,082.52	\$72,859.58	\$74,681.07
22	\$72,147.66	\$73,951.35	\$75,800.13
23	\$73,230.63	\$75,061.40	\$76,937.93
24	\$74,328.74	\$76,186.95	\$78,091.63
25	\$75,443.75	\$77,329.85	\$79,263.09
26	\$76,574.51	\$78,488.87	\$80,451.10
27	\$77,723.74	\$79,666.83	\$81,658.51
28	\$78,889.79	\$80,862.04	\$82,883.59
29	\$80,073.10	\$82,074.93	\$84,126.80
30	\$81,273.66	\$83,305.51	\$85,388.14
31	\$82,493.12	\$84,555.45	\$86,669.33
32	\$83,730.66	\$85,823.93	\$87,969.53
33	\$84,986.31	\$87,110.96	\$89,288.74
34	\$86,261.81	\$88,418.35	\$90,628.81
35	\$87,555.28	\$89,744.17	\$91,987.77
36	\$88,868.51	\$91,090.23	\$93,367.48
37	\$90,201.79	\$92,456.84	\$94,768.26
38	\$91,554.90	\$93,843.77	\$96,189.86

Grade	Plus 2.5% as at 1/07/2018	Plus 2.5% as at 1/07/2019	Plus 2.5% as at 1/07/2020
39	\$92,927.39	\$95,250.58	\$97,631.84
40	\$94,322.01	\$96,680.06	\$99,097.06
41	\$95,736.82	\$98,130.25	\$100,583.50
42	\$97,172.53	\$99,601.85	\$102,091.89
43	\$98,630.12	\$101,095.88	\$103,623.27
44	\$100,109.92	\$102,612.66	\$105,177.98
45	\$101,611.65	\$104,151.94	\$106,755.74
46	\$103,135.84	\$105,714.23	\$108,357.09
47	\$104,682.52	\$107,299.59	\$109,982.07
48	\$106,252.76	\$108,909.08	\$111,631.81
49	\$107,846.92	\$110,543.10	\$113,306.67
50	\$109,463.93	\$112,200.53	\$115,005.54
51	\$111,106.53	\$113,884.19	\$116,731.29
52	\$112,773.22	\$115,592.55	\$118,482.36
53	\$114,464.59	\$117,326.20	\$120,259.36
54	\$116,180.34	\$119,084.85	\$122,061.97
55	\$117,924.06	\$120,872.16	\$123,893.96
56	\$119,692.85	\$122,685.17	\$125,752.30
57	\$121,488.40	\$124,525.61	\$127,638.75
58	\$123,311.22	\$126,394.00	\$129,553.85
59	\$125,160.78	\$128,289.80	\$131,497.05
60	\$127,038.01	\$130,213.96	\$133,469.31
61	\$128,943.30	\$132,166.88	\$135,471.05
62	\$130,877.80	\$134,149.75	\$137,503.49
63	\$132,840.49	\$136,161.50	\$139,565.54

Grade	Plus 2.5% as at 1/07/2018	Plus 2.5% as at 1/07/2019	Plus 2.5% as at 1/07/2020
64	\$134,833.66	\$138,204.50	\$141,659.61
65	\$136,855.13	\$140,276.51	\$143,783.42
66	\$138,908.76	\$142,381.48	\$145,941.01
67	\$140,992.56	\$144,517.38	\$148,130.31
68	\$143,107.05	\$146,684.72	\$150,351.84
69	\$145,253.86	\$148,885.20	\$152,607.33
70	\$147,432.45	\$151,118.26	\$154,896.22
71	\$149,643.47	\$153,384.56	\$157,219.17
72	\$151,888.87	\$155,686.09	\$159,578.24
73	\$154,167.21	\$158,021.39	\$161,971.92
74	\$156,479.55	\$160,391.54	\$164,401.33
75	\$158,826.40	\$162,797.06	\$166,866.99
76	\$161,208.82	\$165,239.04	\$169,370.02
77	\$163,626.95	\$167,717.63	\$171,910.57
78	\$166,096.01	\$170,248.41	\$174,504.62

#### 54.4 SALARY SACRIFICING

Agreement may be reached in line with legislative requirement between employees and Council to salary sacrifice in order that payments can be made at a pre-taxed rate of pay. A minimum of \$50 net pay must remain after the salary sacrifice. Employees are encouraged to seek financial advice to ensure that they understand what will be the effect of salary sacrificing.

#### 54.5 CASUAL LOADINGS

Casual employees will be paid a casual loading of 25% to compensate for loss of other employment provisions. Casual employees will have entitlements in accordance with the [Long Service Leave Act 1955](#).

Casual employees are entitled to the following:

- Shift Allowance is paid for ordinary time worked outside of the defined spread of hours. The defined spread of hours is detailed in Clause 26.9 – Hours of Work – Wages Employees and Clause 26.10 – Hours of Work – Salaried Employees. Transitional arrangements involving permanent staff prior to 1 July 2015 defined in Clause 26.12 – Transitional Arrangements should be noted. For allowance entitlement refer to Clause 54.6.2 – Shift Allowance. This does not apply to Local Area Workplace Agreements (LAWAs) which have different arrangements.
- Penalty payments apply for time worked on a Saturday, a Sunday or a Public Holiday and apply to ordinary hourly rate excluding casual loading.

- Overtime payments apply for hours worked on any day which are in excess of an ordinary shift length.
- No shift allowance is paid where a person receives overtime payment for the time worked outside the 6am to 6pm spread or is paid penalty payments for a weekend or public holiday.
- Meal breaks and meal allowances when working overtime.

#### 54.6 ALLOWANCES

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

##### 54.6.1 *First Aid Allowance*

An employee who is the holder of the appropriate St John's Ambulance Certificate **or equivalent** and who is the designated First Aid Officer for a gang, floor, facility building etc, will be paid a weekly allowance in accordance with the allowance schedule.

Having the appropriate first aid certificate does not automatically entitle an employee to receive the allowance.

##### 54.6.2 *Shift Allowance*

Any employee required to work ordinary hours on shift work commencing and/or concluding outside the parameters of their designated spread of hours (refer to Clause 26) will be paid a shift allowance in accordance with the following:

- Current employees will be classified as Present Occupant Only (POO) and will be entitled to a \$20 shift allowance payment for the currency of their period of their employment.
- The \$20 payment is frozen and will not be increased in the future.
- For a POO whose regular weekly work arrangements means they receive a higher shift payment under the 20% payment they will automatically be paid in accordance with the 20% calculation.
- For a POO whose work outside the 6am to 6pm spread can change they will receive the higher of \$20 or the 20% calculation.
- A POO can choose to permanently move to a 20% shift calculation but they cannot move back to the \$20 payment at a later date.
- All employees who commence after 1 July 2009 will receive a shift payment based on the 20% calculation.
- The 20% shift payment is calculated on 20% of the hourly rate of the employee for the actual time worked outside the employees designated spread of hours.

For employees commencing permanent employment on or after 1 July 2015, no shift allowance is paid where a person receives overtime payment for the time worked outside their designated spread or is paid penalty payments for a weekend or public holiday.

Employees engaged from 1 July 2015 in the following functions will be entitled to a shift penalty, as outlined above, in addition to the ordinary hourly rate of pay for the time worked outside the following times:

Function	Span
Ranger Services	5am – 10pm
Libraries	8am – 9pm
Cleaners	5am – 9pm
Leisure Centres	5am – 11pm
Pools	5am – 11pm
Tourist Parks	6am – 9pm
Art Gallery	6am – 6pm

The ordinary hours for employees working in the above listed functions shall be performed between Monday and Sunday.

#### 54.6.3 *Transitional Arrangements*

Employees commencing in positions in the abovementioned functions prior to 1 July 2015 will retain the 6am to 6pm spread of hours unless they advise otherwise. If the employee changes to the new spread of hours they cannot move back at a later date.

#### 54.6.4 *Language Aide Allowance*

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

#### 54.6.5 *Tool Allowance*

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

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

#### 54.6.6 *On Call Allowance – General*

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

#### 54.6.7 *On Call Allowance – Overseers and Works Coordinators*

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

#### 54.6.8 *Exhumations Allowance and Vault Transfer Allowance*

Employee's involvement in an exhumation or vault transfer will be on a voluntary basis and will attract an allowance in accordance with the allowance schedule. Procedures for exhumation and vault transfers are according to the procedure statement within Council's [Wollongong Memorial Gardens, Crematorium and Cemeteries Operations Management](#) policy.

## 54.6.9 Allowance Schedule

Allowance		Plus 2.5% as at 1/07/2018	Plus 2.5% as at 1/07/2019	Plus 2.5% as at 1/07/2020
First Aid	Weekly	\$21.56	\$22.09	\$22.65
Language Aid	Weekly	\$25.37	\$26.00	\$26.65
Tool	Weekly	\$34.24	\$35.09	\$35.97
On Call General	Mon – Fri	\$69.73	\$71.47	\$73.26
	Sat – Sun	\$107.97	\$110.67	\$113.44
Exhumation	Per Occurrence	\$587.89	\$602.59	\$617.65
Vault Transfer	Per Occurrence	\$98.00	\$100.45	\$102.96
Meal	Per Shift	\$20.58	\$21.10	\$21.62
Meal Thereafter	Per Shift	\$21.57	\$22.11	\$22.66

Allowances in above table will be varied in accordance with Enterprise Agreement variations.

Allowance		Rate as at 1/07/2018	Rate as at 1/07/2019	Rate as at 1/07/2019
* On Call Coordinators	Ordinary Work Day (per day)	\$19.36	\$19.85	\$20.34
	Other Days (per day)	\$37.89	\$38.84	\$39.81
	Max Weekly Payment (per week)	\$172.61	\$176.93	\$181.35

Variation to rates in table above will be in accordance with the Local Government (State) Award.

## 54.6.10 Provision of Employee's Vehicle

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

- Under 2.5 litre vehicle 68 cents/km
- 2.5 litre and over 78 cents/km

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

## 54.6.11 Travelling

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

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



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

Calculation of kilometres for both wages and salaried employees will be on the following basis:

- i An employee may only claim kilometres travelled within the Wollongong LGA;
- ii An employee may only claim travel if their new place of work puts them at an initial disadvantage, ie if they are required to travel a distance that is in excess of the distance that they usually travel;
- iii Calculation of kilometres will be based upon the most direct route to the place of work from the employee's place of residence.

Such kilometres will be paid at the appropriate rate stated in Clause 54.6.10 for use of own vehicle for official business use and recorded on timesheets or other pay records.

Travel allowance is not payable to an employee who has been permanently relocated.

#### 54.6.12 *Civil Liability Allowance*

A Civil Liability Allowance of 3.5% increase to the base rate of pay will be applied as a once only adjustment to engineers who meet the requirements of the criteria referred to in the NSW Local Government (State) Award.

#### 54.6.13 *Civil Liability – Engineering Professionals*

- a Subject to this Clause, engineering professionals directly involved in the application of engineering principles to the asset management of Council'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.
- b 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.
- c This allowance is not payable where such responsibilities and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by Council.
- d Direct involvement in the application of engineering principles to the management of Council's assets includes:
  - i the planning for;
  - ii designing;
  - iii maintenance;
  - iv replacing;
  - v rehabilitation of disposing of Council's assets which may give rise to liability under the Civil Liability Act 2002 (NSW).
- e From 1 January 2015, 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 sub Clause does not apply where it can be demonstrated that the employer 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 Council.

- f The parties to the Agreement acknowledge that implementation of this allowance has been guided by the Joint Statement on the Implementation of the Civil Liability Allowance issued by the industry parties in October 2007. The parties remain committed to this document as a guide for the application of the allowance.

#### 54.7 PROFESSIONAL ACCREDITATION

- a Where an employee is required by Council to hold an accreditation, Council shall:
- i pay the cost of accreditation fees and compulsory continued professional development training/course fees; and
  - ii grant leave, without loss of pay, to attend course requirements.
- b Sub-Clause 54.6.13(a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.

#### 54.8 APPRENTICE, CADET, TRAINEE AND JUNIOR RATES – CLASSIFICATIONS AND RATES OF PAY

##### a *Apprentices and Cadets*

Council has the ability to employ apprentices, cadets and trainees within its workforce. All apprentices, cadets and trainees will be employed in accordance with agreed policy and current legislative requirements. This section should be read in conjunction with Council's Employment Policies and Procedures – Clause 34 Staff Learning and Development (which is not incorporated in the terms of this Enterprise Agreement).

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

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

##### *Apprentices Certificate Level*

Grade	Plus 2.5% as at 1/07/2018	Plus 2.5% as at 1/07/2019	Plus 2.5% as at 1/07/2020
1	\$742.95	\$761.52	\$780.56
2	\$854.85	\$876.22	\$898.13
3	\$930.87	\$954.15	\$978.00
4	\$1,029.44	\$1,055.17	\$1,081.55

*Cadets Associate Diploma and Degree*

Grade	Level	Plus 2.5% as at 1/07/2018	Plus 2.5% as at 1/07/2019	Plus 2.5% as at 1/07/2020
1	Associate Diploma Commencement Rate	\$834.42	\$855.28	\$876.66
2	Degree Commencement Rate	\$897.65	\$920.10	\$943.10
3		\$980.61	\$1,005.12	\$1,030.25
4		\$1,065.33	\$1,091.97	\$1,119.27
5		\$1,113.63	\$1,141.47	\$1,170.01
6		\$1,134.96	\$1,163.34	\$1,192.42
7		\$1,159.82	\$1,188.81	\$1,218.53

b *Trainees*

Aligned to Year 12 rate for government funded trainees in the NSW Local Government (State) Award.

c *Youth (<21 years old)*

Level	Plus 2.5% as at 1/07/2018	Plus 2.5% as at 1/07/2019	Plus 2.5% as at 1/07/2020
Year 1	\$774.99	\$794.37	\$814.23
Year 2	\$829.04	\$849.77	\$871.01
Year 3	\$904.37	\$926.98	\$950.15
Year 4	\$984.68	\$1,009.29	\$1,034.53

**54.9 OVERPAYMENT OF SALARIES AND WAGES**

If an overpayment of an employee's salary occurs the employee will be required to make a weekly repayment of minimum 5% of their base salary until the full amount is repaid. If an employee demonstrates they will incur financial hardship by incurring the repayment, discussions will take place about other repayment arrangements

**54.10 PAYMENT OF SALARIES AND WAGES**

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

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

**54.11 SUPERANNUATION**

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

**54.12 DEDUCTIONS FROM WAGES**

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

#### 54.13 GOVERNMENT FUNDED EMPLOYMENT PROGRAMS (GFEP)

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

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

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

#### 54.14 JOB EVALUATION

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

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

The six broad factors are:

##### *Authority and Accountability*

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

##### *Judgement and Problem Solving*

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

##### *Specialist Knowledge and Skills*

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

##### *Management Skills*

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

##### *Interpersonal Skills*

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

##### *Qualifications and Experience*

The education, training and experience required to perform the job.

For information refer to Employment Policies and Procedures – Clause 33 Job Evaluation which includes the appeals process mechanism (which is not incorporated in the terms of this Enterprise Agreement).

## 55 LEAVE RESERVED

- 55.1 Leave is reserved for the parties to the Enterprise Agreement to apply to vary Clause 44 – Leave Provisions, to incorporate a definition of 'ordinary working week'.

## 56 PARTIES TO THE AGREEMENT

**SIGNED** for and on behalf of:

WOLLONGONG CITY COUNCIL:		
_____	_____	<i>[Signature]</i>
Name	Position	Signature
_____	_____	<i>[Signature]</i>
Witness Name	Position	Signature

UNITED SERVICES UNION:		
_____	_____	<i>[Signature]</i>
Name	Position	Signature
_____	_____	<i>[Signature]</i>
Witness Name	Position	Signature

AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION, NEW SOUTH WALES BRANCH:		
_____	_____	<i>[Signature]</i>
Name	Position	Signature
_____	_____	<i>[Signature]</i>
Witness Name	Position	Signature

LOCAL GOVERNMENT ENGINEER'S ASSOCIATION OF NSW:		
_____	_____	<i>[Signature]</i>
Name	Position	Signature
_____	_____	<i>[Signature]</i>
Witness Name	Position	Signature

THE DEVELOPMENT AND ENVIRONMENTAL PROFESSIONALS' ASSOCIATION:		
_____	_____	<i>[Signature]</i>
Name	Position	Signature
_____	_____	<i>[Signature]</i>
Witness Name	Position	Signature

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