

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA13/4

**TITLE:** Mosman Council Enterprise Agreement May 2013

**I.R.C. NO:** IRC13/529

**DATE APPROVED/COMMENCEMENT:** 4 July 2013 / 4 July 2013

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA09/21.

**GAZETTAL REFERENCE:** 16 August 2013

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

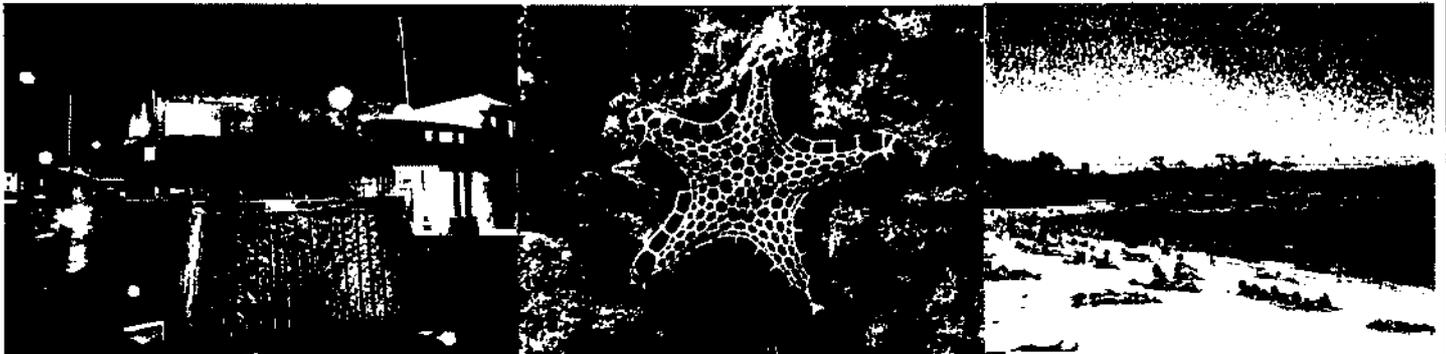
**EMPLOYEES:** The agreement applies to employees employed by Mosman Council, located at 573 Military Road, Mosman 2088, , designated as "senior staff" - Group 1/35 (Civic Centre Staff working 35 hours), Group 1/PIO (Staff employed through a contract - Present Incumbent Only) and all staff who are employed by Council in the Environment and Planning Department, Corporate Services Department and the General Manager's Unit, Group 2 Staff employed by Council in the Community Development Dept, Group 3 - Outdoor Staff - Core Group. Staff employed by Council in the Corporate Services Dept, Group 5 Part Time Staff. Staff employed in a Part-time capacity. Group 6 Casual Staff. Staff Employed in a Casual capacity. Group 6 Casual Staff. Staff employed in a Casual capacity. The agreement does not apply to the General Manager or any Director of Mosman Council, any new employee who joins Council during the term of this Agreement will become a party to the Agreement and and be bound by the same benefits and obligations, who fall within the coverage of the Local Government (State) Award 2010.

**PARTIES:** Mosman Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

**Mosman**  
COUNCIL

# Enterprise Agreement

May 2013



**MOSMAN COUNCIL  
ENTERPRISE AGREEMENT  
May 2013**

**TABLE OF CONTENTS**

A.	TITLE .....	1
B.	DEFINITIONS .....	1
C.	PARTIES TO THE AGREEMENT .....	1
D.	NOMINAL TERM .....	2
E.	LOCATIONS OF WORK .....	2
F.	INCIDENCE .....	2
G.	AREA, DURATION AND INCIDENCE .....	2
H.	PRINCIPLES OF AGREEMENT .....	3
I.	The ELEMENTS OF THIS AGREEMENT .....	4
	Hours of Work .....	4
	Negotiable Working Hours .....	4
	Remuneration .....	4
	Rostered Days Off and Enterprise Agreement Leave .....	5
	Working from Home .....	6
	Family Support .....	6
	Maternity Return to Work Bonus Program .....	6
	Tertiary Assistance .....	6
	Travel Allowance .....	6
	Employee Assistance Program .....	6
	Over Age Special Concession .....	6
	Phased Retirement Plan .....	6
	Leave Arrangements .....	7
	<i>Sick and Carers Leave</i> .....	7
	<i>Self Funded Leave Options</i> .....	7
	<i>Examination leave for Tertiary Study</i> .....	7
	<i>Study Leave</i> .....	7
	<i>Health &amp; Wellbeing</i> .....	7
J.	ANTI-DISCRIMINATION .....	7
K.	NO FURTHER CLAIMS .....	8
L.	DISPUTE RESOLUTION PROCEDURE .....	8

## The Mosman Council Enterprise Agreement 2013

### A. TITLE

This enterprise agreement shall be known as the Mosman Council Enterprise Agreement.

### B. DEFINITIONS

- (a) **Act** means the *Industrial Relations Act 1996* (NSW) unless otherwise specified.
- (b) **Agreement** means the Mosman Council Enterprise Agreement.
- (c) **Award** means the Local Government (State) Award 2010 or its successor.
- (d) **Commission** means the Industrial Relations Commission of New South Wales.
- (e) **Council** means Mosman Council. This definition will be read subject to the allocation of responsibilities as specified in the *Local Government Act 1993* (NSW).
- (f) **Union** means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

### C. PARTIES TO THE AGREEMENT

- (a) The **parties** to the Agreement are:
  - (i) Council
  - (ii) Council staff
  - (iii) Union
- (b) The Agreement will **cover** the following employees, **save for employees designated as 'senior staff' pursuant to the *Local Government Act 1993* (NSW)**
  - (i) **Group 1/35** (Civic Centre staff working 35 hours)
  - (ii) **Group 1/PIO** (Staff employed through a contract – Present Incumbent Only) All staff who are employed by Council in the Environment and Planning Department, Corporate Services Department and the General Manager's Unit
  - (iii) **Group 2** Staff employed by Council in the Community Development Department
  - (iv) **Group 3** Outdoor staff – Core Group. Staff employed by Council in the Environment and Planning Department.
  - (v) **Group 4** Rangers and Caretaker. Staff employed by Council in the Corporate Services Department.
  - (vi) **Group 5** Part Time staff. Staff employed in a Part Time capacity.
  - (vii) **Group 6** Casual staff. Staff employed in a Casual capacity.
- (c) The Agreement has been entered into in good faith and without duress.

## D. NOMINAL TERM

- (a) The Agreement will commence from the first full pay period on or after the date of ratification by the Industrial Relations Commission of NSW and will have a nominal term of three (3) years. This Agreement will remain in force until terminated in accordance with the Act.

## E. LOCATIONS OF WORK

- (a) All duties will be undertaken within the Mosman Council premises or as otherwise directed.

## F. INCIDENCE

- (a) The agreement shall regulate partially the terms and conditions of the employment previously regulated by the Local Government NSW Award 2010.
- (b) Apart from clauses specified in this agreement all other clauses of the Award shall apply.

## G. AREA, DURATION AND INCIDENCE

This Agreement is made pursuant to the NSW Industrial Relations Act 1996 ("the Act"), as varied or rescinded.

Apart from the elements described below, other conditions of remuneration and employment remain according to Local Government (State) Award 2010 ("The Award") and may be varied accordingly. In the event of any inconsistency between the Award and the Agreement, the Agreement will prevail to the extent of the inconsistency. There are a number of policies referred to in this document that provide detail and processes in support of the various staff benefits offered.

This Agreement is entered into between Mosman Council (ABN: 94 414 022 939) of Mosman Square, Spit Junction ("the Council") and the salaried staff employees of Council ("staff"):

**Group 1/35** (Civic Centre staff working 35 hours)

**Group 1/PIO** (Staff employed through a contract – Present Incumbent Only)

All staff who are employed by Council in the

- **Environment and Planning Department;**
- **Corporate Services Department; and**
- **General Manager's Unit.**

**Group 2** Staff employed by Council in the

- **Community Development Department**

**Group 3** Outdoor staff – Core Group. Staff employed by Council in the

- **Environment and Planning Department**

**Group 4** Rangers and Caretaker. Staff employed by Council in the

- **Corporate Services Department**

**Group 5** Part Time staff. Staff employed in a Part Time capacity

**Group 6 Casual staff.** Staff employed in a Casual capacity.

This Agreement does not apply to the General Manager or any Director of Mosman Council.

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

Any new employee who joins Council during the term of this Agreement will become a party to the Agreement and thus be bound by the same benefits and obligations.

The parties to this Agreement are committed to reviewing its operation and work towards negotiation of a new Agreement no later than six (6) months prior to this Agreement reaching its nominal term of three (3) years.

Staff covered by this Agreement shall use the existing Consultative Committee as a Liaison Committee for discussion and negotiation about matters arising from the operation of the Agreement.

## H. PRINCIPLES OF AGREEMENT

The elements of this Agreement reflect a number of principles important to the organisation and the award process. These include:

- (a) An ongoing commitment to be a customer-focussed organisation and to the extension of quality customer service.
- (b) Adherence to the goals, objectives and strategies contained in the Management Plan of the organisation (including MOSPLAN, the Community Strategic Plan).
- (c) A commitment to flexibility and choice in the workplace environment and consultation with and trust between staff and management.
- (d) Attention to the development of multi-skilling, further education and training opportunities.
- (e) Attention to work redesign and team building to enhance job satisfaction and career development and to improve productivity and service delivery.
- (f) A commitment to the principles and practices of Work Health and Safety (WHS) and of Equal Employment Opportunity (EEO) and equality of opportunity for full-time and part-time staff.

A commitment to continual improvement in the delivery of service and the quality of customer contact.

## I. The ELEMENTS OF THIS AGREEMENT

### ***Hours of Work***

1. That the ordinary hours of work for
  - Group 1/35 shall be 140 hours per 4 weeks (35 hour week)
  - Group 2 shall be 140 hours per 4 weeks (35 hour week)
  - Group 3 and 4 shall be 152 hours per 4 weeks (38 hour week).
  - Group 5 and 6 shall be as defined in their letter of offer.
2. The Council's Administration Centre shall be open to the public between 8.30am and 5.00pm on Monday, Tuesday, Wednesday, Thursday & Friday. During this time, staff in Group 1 are required to ensure that all counters are serviced, sufficiently manned and remain open to the public.

For Group 2, the Director Community Development shall determine suitable working hours for employees of the Gallery, Library, Aged and Disability Services, Children's Services and Youth Services to meet customer service needs.

For Group 3 – Core Group and for Group 4 – Rangers and Caretaker, the responsible Director will determine suitable working hours to meet required service levels.

3. That staff in Group 1 and 2 be rostered to work an additional 2.5 hours each week - the hours required over and above the 35 hours per week in order to receive 1 RDO every 4 weeks and 1 week (5 days) of Enterprise Agreement Leave every year.
4. That all new staff will be employed at 35 hours per week (except those employed into groups 4, 5 and 6) and will be required to work an additional 2.5 hours per week on top of the 140 hours per 4 week period in order to receive RDOs (12) and 1 week (5 days) of Enterprise Agreement Leave every year.

### ***Negotiable Working Hours***

5. Working hours can be negotiated to more suitably assist staff with lifestyle/family commitments and for special or difficult temporary circumstances and situations. 1 hour lunches are preferred.

Ad hoc arrangements may be made by gaining agreement of Director through a recommendation from the Manager and in conjunction with the relevant team(s)/group(s)/department(s) provided that:

- (a) the Staff member can fulfill all work obligations competently within the parameters of their role and responsibilities;
- (b) The team/group/department continues to provide effective customer service through all methods of communication while Council is open to the public.

### ***Remuneration***

6. Staff shall be eligible for any increases payable as a result of the Local Government (State) Award 2010 variations.

### ***Rostered Days Off and Enterprise Agreement Leave***

7. Enterprise Agreement Leave and RDOs are awarded in return for hours worked. For this example, assume a 35 hours per week or 140 hours per 4 week period.

Each day is worked from 8.30 – 5.00 pm (1hr lunch) which in effect is 7.5 hours per day and 37.5 hours per week except for the fourth week when an RDO can be taken\* and therefore constitutes a 30 hour week.

Week 1	37.5 hours worked	35 hours paid
Week 2	37.5 hours worked	35 hours paid
Week 3	37.5 hours worked	35 hours paid
Week 4 (take RDO)	30 hours worked	35 hours paid
	<b>142.5 hours worked</b>	<b>140 hours paid</b>

In every 4 week period 2.5 hours are accumulated towards Enterprise Agreement Leave. Work is calculated at 12 x 4 week periods = 48 weeks (the other 4 weeks in the year are Annual Leave)

Therefore 12 x 2.5 hours = 30 hours are accumulated which after 12 months becomes Enterprise Agreement Leave. If the hours listed above are accumulated, they will total 30 hours and Mosman Council will "award" the additional hours needed to make the total up to 1 full week (or 5 days) of Enterprise Agreement Leave.

8. \*Group 2:  
For those staff in Group 2, in most cases working rosters will determine how and when the RDO is accumulated and may be taken.
9. Where any employee earns a salary (excluding superannuation and any car benefits) of more than \$100,000 p.a., the employee will be awarded a flat 5 days Enterprise Agreement Leave each year and will not have access to the RDO Program.
10. For every day that sick or carer's leave, a public holiday or LWOP is taken, the required time will not have been accumulated to allow an RDO and will therefore need to be made up. Therefore, when the staff member seeks the Manager's signature on the sick/carer's leave form, it must be determined at that time, when the time is to be made up.
11. For all staff employed full time, the accumulated Enterprise Agreement Leave shall be available to be used in single days, multiple or block days. Alternatively staff have the option to request a cash payment (at normal hourly rates) of the entire Enterprise Agreement Leave.
12. Enterprise Agreement Leave cannot be accumulated beyond a further 12 month period. Any Enterprise Agreement Leave full cash payments will occur only after accrual. RDOs must be taken within 4 weeks of becoming due or in consultation with the Manager. RDOs cannot be accumulated.
13. For Part-Time staff who work 21 hours or more per week there is an option to accumulate their equivalent number of per week hours, pro rata each year to be used as Enterprise Agreement Leave under the same conditions as full-time staff i.e. leave to be taken in single days/multiple days/block period or paid out

in full at the ordinary hourly rate. They may accumulate these hours by agreement with their Supervisor/Manager over an annual period.

### ***Working from Home***

14. Opportunities may be investigated for staff to work from home. It is recognised that constraints on working from home include WHS requirements, available resources, availability of suitable technology, the type of job and the impact on Customer Service.

### ***Family Support***

15. Council is committed to supporting families and lifestyle/family work choices.

### ***Maternity Return to Work Bonus Program***

16. In addition to the 9 weeks paid Maternity Leave (HR Policy 2.15 Parental Leave), Council offers a generous return to work program. Please refer to HR Policy 2.15(b) Maternity Return to Work Bonus Program

### ***Tertiary Assistance***

17. When embarking on tertiary study that is related to their position held at Council, financial assistance of up to \$2500 per person per year shall be available. Financial assistance is in accordance with other relevant policies. Refer to HR Policy 5.2 Tertiary Study Assistance Policy for full eligibility details and conditions

### ***Travel Allowance***

18. Some positions are supported by a car allowance or have a car provided. Details of these arrangements are in the HR Policy 7.5 Travel Allowance Policy and other vehicle associated guidelines.
19. In keeping with the Environmental Management Plan objectives, to encourage use of public transport and reduce the numbers of staff travelling to work by car, Council offers a generous subsidy for public transport expenditure. Refer to HR Guideline 7.9 Public Transport Subsidy Program.

### ***Employee Assistance Program***

20. Council is committed to providing support to staff. Confidential Counselling assistance is available to all staff through the Employee Assistance Program "EAP". Please refer HR Policy 3.8 Employee Assistance Program for full details.

### ***Over Age Special Concession***

21. Staff who work full time at the Council and who are no longer eligible to receive superannuation due to their age (usually >75) will receive an amount equivalent to a superannuation payment and may receive it as part of their salary.

### ***Phased Retirement Plan***

22. Staff nearing retirement may request and will be considered for Part Time working arrangements in accordance with Local Government (State) Award 2010. Mosman Council will work with the employee to develop a pre-retirement plan that offers benefits to both the employee and Mosman Council. Customer service impact will be one of the criteria used to determine how a request is considered.

## Leave Arrangements

### ***Sick and Carers Leave***

23. Staff are required to provide medical certificates for absences greater than 2 consecutive days or any absence after the first 3 absences without a certificate (which can be for either Sick or Carers leave) Please refer to 2.10 and 2.11 Sick and Carers Leave HR Policies for details.

### ***Self Funded Leave Options***

24. Staff may request flexibility in regard to leave options. Customer service impact will be one of the criteria used to determine how a request is considered.

Examples of options that might be considered are:

- Requests for LWOP – up to 2 weeks p.a. and subject to 3 months notice
- Requests for 4 years @ 80% pay with the fifth year off and also paid at 80% etc.
- A year off to care for a family member
- A period of time LWOP to assist in a charitable overseas activity.

LWOP can only be granted after other leave entitlements are exhausted. Please refer to HR guideline 2.13(b) Self Funded Leave Options and LWOP.

Periods of LWOP do not accumulate Long Service Leave or other entitlements.

### ***Examination leave for Tertiary Study***

25. All staff shall be granted leave to attend examinations for tertiary study which is relevant to their position at Council. Further details regarding examination leave may be found in HR policy 5.2 Tertiary Study Assistance Policy.

### ***Study Leave***

26. Study leave is available to Category 1 or 2 students. Please refer to HR policy 5.2 Tertiary Study Assistance Policy for full eligibility details.

### ***Health & Wellbeing***

27. Council is committed to the health and wellbeing of its employees. Council commits to introducing a program giving permanent employees access to a reimbursement of fees for fitness and health related activities or schemes. This will be up to a maximum value of \$100 per employee (pro rata) each financial year. This initiative will commence no later than 1 July 2013. Refer to HR policy 3.9 Staff Health and Fitness Incentive Policy.

## J. ANTI-DISCRIMINATION

- (a) It is the intention of the parties to this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) 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.

- (c) 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.
- (d) Nothing in this clause is to be taken to affect:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
  - (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) 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.

#### NOTES

- (i) Employers and employees may also be subject to the Commonwealth antidiscrimination legislation.  
Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- (ii) "Nothing in the Act affects...any other act or practice of a body established to propagate religion that conforms to the doctrines or that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### K. NO FURTHER CLAIMS

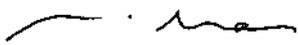
- (a) During the period beginning on the date this Agreement is lodged with the Commission and ending on the nominal expiry date, no further claims may be pursued in respect of terms and conditions of employment by a party to the Agreement or an employee whose employment is subject to the Agreement, whether or not these terms and conditions relate to a matter that is expressly covered in this Agreement.
- (b) This clause will not preclude the parties from varying the Agreement by consent.

### L. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising, in the first instance, there will be an attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels or management as appropriate.
- (b) A party to the dispute may appoint another person, organisation, union or association to accompany or represent them in relation to the dispute.

- (c) If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the NSW Industrial Relations Commission.
- (d) It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

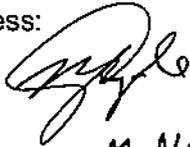
Endorsed by Council  
Date:



(V H R May)  
GENERAL MANAGER  
Mosman Council

Date: 20 JUL 13

Witness:



M. N. GLYDE

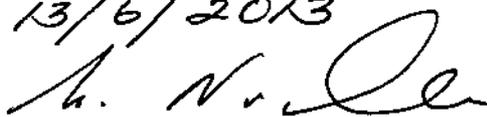


Graeme Kelly  
GENERAL SECRETARY

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

Date: 13/6/2013

Witness:



Maria Nordenswan