

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA14/13

TITLE: Penrith City Council Sick Leave Enterprise Agreement 2014 - 2017

I.R.C. NO: IRC14/768

DATE APPROVED/COMMENCEMENT: 13 November 2014 / 13 November 2014

TERM: 36 Months

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 30 January 2015

DATE TERMINATED:

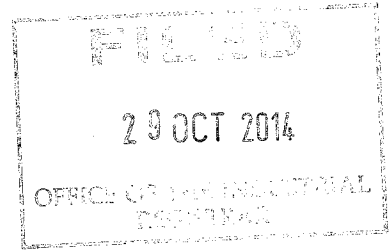
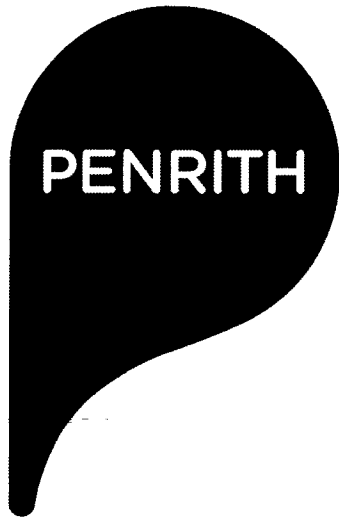
NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Penrith City Council, located at 601 High Street Penrith NSW 2750, who were employed in a permanent capacity at Council as at 6 April 1993, and who have been continuously employed on a permanent basis by Council since that date, and who were entitled to payment of accumulated sick leave on resignation, retirement, death, termination for any reason, or entering into a Senior Staff Contract .

PARTIES: Penrith City Council -&- the Local Government Engineers' Association of NSW, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

IRC14/768



Penrith City Council

Sick Leave Enterprise Agreement 2014-2017

**PENRITH
CITY COUNCIL**

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DEFINITIONS

Agreement	The Penrith City Council Sick Leave Enterprise Agreement 2014-2017
Award	The Local Government State Award 2014 or any successor Award
Council	Penrith City Council
Commission	The Industrial Relations Commission of New South Wales
Eligible Employee	Employees who were employed in a permanent capacity at Council as at 6 April 1993 and who have been continuously employed on a permanent basis by Council since that date and who were entitled to payment of accumulated sick leave (cashing out of sick leave) on resignation, retirement, death, termination for any reason or entering into a Senior Staff Contract as listed in Annexure A (not attached to this Agreement for reasons of privacy, but is shared confidentially between the parties).
PPOS	Preserved Paid Out Sick Leave

PART A – SCOPE OF THE AGREEMENT

Agreement title

1. This Agreement is to be referred to as the Penrith City Council Sick Leave Agreement 2014 – 2017.

Parties Bound by the Agreement

2. The parties to this Agreement are:
 - Penrith City Council (Council),
 - New South Wales Government, Clerical, Administration, Energy, Airlines and Utilities Union (USU),
 - Local Government Engineers Association of NSW (Professionals Australia)

Coverage and Operation of the Agreement

3. This Agreement shall cover all employees who were:
 - employed in a permanent capacity at Council as at 6 April 1993, and
 - who have been continuously employed by Council on a permanent basis since that date, and
 - who were entitled to payment of accumulated sick leave (cashing out of sick leave) on resignation, retirement, death, termination for any reason or entering into a Senior Staff Contract.

These employees will be referred to as eligible employees for the purpose of this Agreement.

4. This Agreement provides for the arrangements for the payment of untaken sick leave and operates to the exclusion of existing agreements, Council policies, Award provisions and contracts of employment in relation to the payment of untaken of sick leave during its nominal term and whilst it is in operation.

Should the Agreement be terminated it shall not extinguish the eligible employees' existing entitlement to payment for untaken accrued sick leave upon termination of employment with Council provided that the eligible employee holds a balance of accrued untaken sick leave of the kind that is payable upon termination of employment.

Commencement date

5. This Agreement will commence to operate seven days after it is approved by the Commission (the commencement date).

Nominal expiry date

6. This Agreement shall nominally expire on 10 November 2017.

Relationship to the Award

7. Where there is an inconsistency between this Agreement, the Award, Council policies or a contract of employment then the provisions of this Agreement will prevail to the extent of any inconsistency.

Anti Discrimination

8. The parties agree to be bound by the obligations outlined in clause 3 of the Award.

Agreement Not Entered into Under Duress

9. This Agreement was not entered into under duress or coercion by the parties to the Agreement.

PART B – CASHING OUT OF SICK LEAVE

Overview

10. All previous arrangements for the payment of untaken sick leave under an Award, Agreement, Council Policy or contract of employment are rescinded and replaced by the following terms subject to clause 4 of this Agreement.
11. All eligible employees must elect one (1) of the following options. This election is to be undertaken within two (2) months after the commencement of this Agreement.
 - Default Option
 - One (1) of the Preserved Paid Out Sick Leave Options (PPOSL)
12. Notwithstanding the above, an employee may elect a PPOSL option during the life of this Agreement at the following nomination times.
 - Nominal 6 April 2015 to 30 April 2015
 - Nominal 6 April 2016 to 30 April 2016
 - Nominal 6 April 2017 to 30 April 2017

Default Option

13. Where an eligible employee nominates the default option for the cashing out of sick leave the employee will continue to accrue sick leave and receive their balance of any untaken sick leave on resignation, retirement, death, termination for any reason or entering into a Senior Staff Contract.

14. Where an eligible employee does not expressly nominate one of the PPOSL options provided for in this Agreement, they are taken to have nominated the default option.

Nomination process for Preserved Paid Out Sick Leave (PPOSL)

15. An eligible employee may access their balance of their untaken sick leave where the employee:
- makes a written application to Council during one (1) of the prescribed nomination times, and
 - elects one of the PPOSL payment options set out in this Agreement, and
 - Council authorises the request.

Where this occurs the following arrangements will apply.

16. An eligible employee’s sick leave balance will be preserved as at the relevant preservation date related to the year in which the employee has nominated a PPOSL payment option.

Period	Preservation Date
Year 1	6 April 2014
Year 2	6 April 2015
Year 3	6 April 2016
Year 4	6 April 2017

The sick leave balance will be converted to a dollar amount by multiplying the employee’s accrued sick leave hours by the employee’s hourly rate at the relevant preservation date. This dollar amount will be known as the Preserved Paid Out Sick Leave (PPOSL). The PPOSL balance will only be adjusted each year by any percentage increase set out in the Award. No other adjustments will be made.

17. The PPOSL payment is subject to the following:
- a) A safety net balance of nine (9) weeks of sick leave must be retained where an eligible employee nominates a PPOSL payment option.
 - b) Depending on the year the eligible employee nominates a PPOSL payment option, the safety net sick leave balance may be a combination of the employees existing sick leave entitlement and/or a safety net sick leave bonus provided by Council in accordance with the following table:

Period	Council bonus sick leave contribution	Required employee sick leave contribution	Total Safety Net sick leave
Year 1	9 weeks	nil	9 weeks
Year 2	6 weeks	3 weeks	9 weeks
Year 3	3 weeks	6 weeks	9 weeks
Year 4	0 weeks	9 weeks	9 weeks

- c) The total safety net sick entitlement will not be paid on resignation, retirement, termination, entering into a Senior Staff Contract or in the case of death.
- d) Newly accrued sick leave from the relevant preservation date will continue to accrue at the employee's applicable entitlement and will not be paid on resignation, retirement, termination, entering into a Senior Staff Contract or in the case of death.
- e) An eligible employee shall elect only one option set out in the below clause for the cashing in of sick leave. Once a PPOSL option is elected the employee cannot change or vary the PPOSL option or revert back to the Default Option.

PPOSL Payment Options

Option 1 - 100% Payment of PPOSL

18. The eligible employee may nominate to be paid the total (100%) of their sick leave after the commencement of the Agreement.
19. Payment will be made by the Council to the eligible employee within one month of Option 1 being selected.

Option 2 – PPOSL taken as Leave at Double or Triple Time

20. The employee may nominate to take their PPOSL entitlement as leave at double time or triple time. That is:
- A period of leave on double pay, or
 - A period of leave on triple pay
21. This option may be exercised for up to three (3) years, in accordance with Council's leave policies.
22. The minimum period of leave to be approved under this option for an eligible employee is (2) two weeks.
23. The PPOSL balance will only be adjusted each year by any percentage increase set out in the Award. No other adjustments will be made.

24. PPOSL leave balances must be used within three (3) years of the Agreements commencement. In the event that PPOSL leave is not taken within this period any remaining PPOSL leave balance will be paid to the employee in one lump sum payment.

Option 3 – Staged Payment of PPOSL

25. The employee may nominate to have the PPOSL entitlement paid out over a period of three (3) years.
26. These payments will be paid as a pre determined yearly instalments elected by the employee.
27. The PPOSL balance will only be adjusted each year by any percentage increase set out in the Award. No other adjustments will be made.

Option 4 – 50% of PPOSL and residual payment

28. The eligible employee may nominate to be paid 50% of their PPOSL entitlement after the commencement of the Agreement.
29. The remaining 50% PPOSL balance will be paid out on the eligible employee's resignation, retirement, death, termination or entering into a Senior Staff Contract.
30. The PPOSL balance will only be adjusted each year by any percentage increase set out in the Award. No other adjustments will be made.

Other conditions

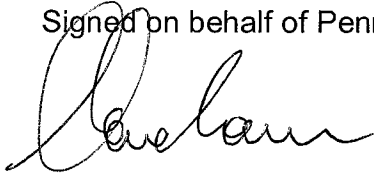
31. In the event an employee resigns, retires or is terminated from their employment and has nominated option 2, 3 or 4, Council will pay the employee the residual PPOSL balance.

Grievance and Dispute Resolution

32. The parties agree to be bound by the obligations outlined in clause 35 of the Award or as amended or superseded.

PART C- SIGNATORIES TO THE AGREEMENT

Signed on behalf of Penrith City Council

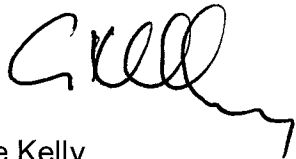


Alan Stoneham
General Manager
Penrith City Council

Witness *Marnie Mitchell*

Date: 8 October 2014

Signed on behalf of the United Services Union



Graeme Kelly
General Secretary
United Services Union

Date: 17 October 2014

Witness *N. N. O'Leary*

Date: 17 October 2014

Signed on behalf of the Local Government Engineers Association of NSW –
Professionals Australia



Gordon Brock
~~General Secretary~~ DIRECTOR

Local Government Engineers Association of NSW – Professionals Australia

Date: 17/10/14

Witness 

Date: 17/10/14