

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA16/10

TITLE: Clarence Valley Council Care and Support Staff Enterprise Agreement
2016-2019

CASE NO: 2016/00311980

DATE APPROVED/COMMENCED: 9 November 2016 / 9 November 2016

TERM: 36 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 381 I.G. 195

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COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to employees employed by Clarence Valley Council located at 2 Prince Street, Grafton NSW 2460 employed as Community Support Workers, who fall within the coverage of the Miscellaneous Workers Home Care Industry (State) Award

PARTIES: Clarence Valley Council-&-New South Wales Local Government,
Clerical, Administrative, Energy, Airlines & Utilities Union



**Care and Support Staff
Enterprise Agreement
2016 – 2019**

Ratified:

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1. Definitions

'Average weekly hours' means the specified minimum number of hours or the average number of ordinary hours actually worked, whichever is the greater.

'Broken shift' means when an employee works two or more engagements on the same day, each engagement separated by a non-working period of no less than one (1) hour.

'Casual employee' means an employee engaged by the hour and paid as such, pursuant to clause 23 casual employment.

'Client' means the person who requires the care service.

'Day' means a period of twenty four (24) consecutive hours.

'Engagement' means time on the job with the client/s joined by the time taken to travel between clients, meal breaks, rest breaks and rest periods, including overtime worked continuously after the engagement.

'Full-time employee' means an employee engaged to work an average of thirty eight (38) hours per week.

'Part-time employee' means an employee who is required to work a number of ordinary hours each week less than the thirty eight (38) ordinary hours prescribed for full-time employees.

'Permanent employee' means an employee who is appointed to a permanent position on the organisation chart in a capacity other than temporary or casual.

'Pro rata' means in proportion, according to a certain rate.

'Residence' means place of abode.

Shift break – refer Broken Shift above.

'Shift penalty' - means a penalty rate to be paid for ordinary hours rostered to be worked before 07:00 or after 20:00 hrs in addition to the normal rate.

'Stand-alone shift' for periods of one hour or less when not rostered previously on that day or at any other time on that day, travel allowance to and from staff members home will apply.

'Temporary employee' means an employee who is employed for a fixed term, e.g. for the life of a specific task or project that has a definable work activity, or to perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or where the services required by the client is for less than six weeks.

'Union' means the New South Wales Local Government, Clerical, Administrative, Energy, Airline & Utilities Union of Australia (USU).

'Week' means not more than thirty eight (38) ordinary hours worked in not more than five (5) days in any seven (7) consecutive day period.

2. Complete Agreement

This Agreement is intended to cover all matters pertaining to the employment relationship and represents a complete statement of the mutual rights and obligations between the Council and its employees engaged as Community Support Workers to the exclusion of other awards, agreements (whether registered or unregistered) and custom and practice.

3. Relationship to Council policies

This Agreement shall be read and interpreted wholly in conjunction with Council's Policies, Protocols and Procedures as they apply to Community Support Workers.

Council Protocols relating to the terms and conditions of Community Support Workers' employment shall have the same effect as this Agreement, where such Protocols provide for conditions not less than provided for in this Agreement.

Those Protocols include, but are not limited to:

- Grievance Handling
- Employee Communication and Consultation
- Recruitment and Selection
- Sick leave/Carer's Leave (Support Workers)
- Employee Training and Development
- University Education Assistance

The Parties acknowledge that this clause does not prevent the Parties from developing further protocols or policies which may affect the employment relationship.

4. Anti-discrimination

- (a) It is the intention of the Parties bound by this Agreement to seek to achieve the object in Section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (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.
- (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 twenty one (21) years of age;
 - (iii) any act or practise of a body established to propagate religion which is exempted under section 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.

5. Flexibility statement

The major focus of the Care and Support Services Section is to provide a flexible, timely, comprehensive and professional service to clients that meet their needs whenever reasonably required. Flexibility in relation to starting and finishing times is required by both parties to this agreement to take into account client requests, emergencies and the needs of employees and the organisation.

6. Work health and safety

Council is committed to maintaining an accident-free and healthy workplace. This will be achieved by:

- Implementation of appropriate health and safety protocols and procedures;
- Appropriate management practices;
- The active and constructive involvement of management and staff in the Work Health and Safety consultation processes

Council will comply with relevant Work Health and Safety legislation.

Council will encourage staff to take a constructive role in promoting improvements in work health, safety and welfare to achieve a healthy and safe working environment.

7. Employee consultation

The Parties agree to abide by the Employee Communication and Consultation Protocol as amended from time to time.

8. Skill descriptors

(a) Support Worker - Level 1

- Authority and accountability: Responsible for completion of basic tasks with individual guidance or in a team.
- Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.
- Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience.
- Management skills: Not required.
- Interpersonal skills: Frequent communication with other staff and/or the public common but normally at a routine level.
- Qualifications and experience: Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

(b) Support Worker - Level 2

- Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.
- Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options is present.
- Specialist knowledge and skills: Application of skills gained through industry experience, 'on the job' training or accredited external training.
- Management skills: Some guidance/supervision may be required. May assist a coordinator/trainer with on the job training for others.
- Interpersonal skills: Skills required for exchange of information on straightforward matters.
- Qualifications and experience: Suitable experience in a number of defined skill areas such as Certificate III or above in Aged and/or Disabilities and Senior First Aid Certificate.

9. Rates of pay

- (a) Entry level rates of pay will be as per the Community Support Worker Salary Structure at Annexure 1.
- (b) The rates of pay indicated in the Salary Structure at Annexure 1 will be applicable on the first full pay period commencing on or after the 1 July 2016 subject to registration of this Agreement by the Industrial Relations Commission of New South Wales.

- (c) Movements in the Entry Level rates of pay referred to in clause (a) above, will be in accordance with movements in the Entry Level rates of pay for Band 1 Level 2 and Band 1 Level 3 of the Local Government (State) Award and will be applicable on first full pay period commencing on or after 1 July in each year of the life of this agreement subject to registration of this Agreement in accordance with clause (b) above.

10. Salary system

- (a) A salary system reflecting no less than the entry rates of pay will be developed in consultation with affected staff.
- (b) The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in this Agreement. Each Level shall contain a number of salary steps for progression that are over and above the entry rates of pay.
- (c) Positions shall be assigned a salary Level within the structure.
- (d) Progression through the salary system shall be based upon the acquisition and use of skills. Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be set in consultation with the employee(s).
- (e) Subject to subclause (d), skills for progression relevant to the position shall be assigned to each salary Step within the Level, and such criteria shall provide an opportunity to progress through the Salary System.
- (f) Except where otherwise provided, employees shall be assessed for progression through the salary range for their position at least annually.
- (g) Council shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum step for their position, provided that if an employee on or above the maximum step for their position requests an annual assessment in writing, Council will provide one.
- (h) At the time of assessment, Council shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary step and shall review the employee's training needs.
- (i) The salary system shall include a process by which employees can appeal against their assessment.
- (j) Employees shall have access to information regarding the Level, salary range and progression steps of the position.
- (k) Where Council changes its salary system structure employees shall not suffer a reduction in pay or salary range.

11. Use of skills

- (a) The Council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- (b) An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (c) The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by Council to be used as an adjunct to the employee's normal duties.

12. Employment categories

- (a) Employees may be engaged in the following categories:
 - (i) Permanent full-time
 - (ii) Permanent part time
 - (iii) Temporary full-time
 - (iv) Temporary part-time
 - (v) Casual
- (b) Appointment to all categories of employment referred to in (a) above, excluding casuals, is subject to a three (3) month probationary period.
- (c) Council may only employ a person on a term contract of employment in the following situations:
 - (i) for the life of a **specific task or project** that has a definable work activity, or
 - (ii) to perform the duties associated with an **externally funded position** where the length of the employment depends on the length of the funding, or
 - (iii) to perform the duties associated with a **vacant position** until the vacant position is filled on a permanent basis, provided that the duration is not longer than is reasonably necessary to undertake recruitment for the vacant position, or
 - (iv) to **temporarily replace** an employee that is on approved leave, secondment, workers compensation or acting in a different position, or
 - (v) to undertake training and work as part of an **apprenticeship, traineeship or student work experience program** in conjunction with an education institution, or
 - (vi) to **trial a new work area**, provided that the duration is not longer than is reasonably necessary to trial the new work area, or
 - (vii) to perform the duties associated with a vacant position during the intervening period between **when a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to**

- have significant effects** on the employment in the vacant position and the date that the changes are implemented;
- (viii) to accommodate **time limitations imposed by law or sought by the employee** (e.g. visa restrictions).

13. Payment of employees

- (a) Employees shall be paid fortnightly in arrears.
- (b) Council's regular payday shall be Friday of the week following the pay period ending. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- (c) Payment shall be by direct credit to the employee's nominated account.
- (d) The Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- (e) An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control, provided that this subclause shall not apply if:
- (i) Alternative duties are available that the employee can usefully perform, or
- (ii) the bushfire or other climatic circumstance occurred outside of the State of New South Wales.

14. Salary packaging

Council shall provide permanent employees with the opportunity to enter into a Salary Packaging Agreement with Council's preferred salary packaging service provider. Such Agreements are entered into wholly at the discretion of the employee.

Employees seeking to enter into Salary Packaging arrangements shall do so on the basis of their own independent financial advice.

15. Salary sacrifice

- (a) Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- (b) The benefit that may be salary sacrificed is additional superannuation.
- (c) The value of the benefit shall be agreed between the Council and employee.

- (d) (i) The salary sacrifice arrangement, including the benefit to be salary sacrificed and its value, shall be in writing and signed by both Council and the employee.
- (d) (ii) The employee may request in writing to change the benefit to be salary sacrificed once each year and the Council shall not unreasonably refuse the request.
- (e) The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit.
- (f) The value of a salary sacrifice benefit shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (g) The value of salary sacrifice benefits shall be ordinary pay for calculating overtime and termination payments.
- (h) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (i) (i) The Council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
- (i) (ii) The Council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (j) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (k) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (l) Council may maintain and/or enter into other salary sacrifice arrangements with employees.

16. Superannuation fund contributions

- (a) Superannuation contributions will be made in respect of eligible employees in accordance with the relevant legislation.
- (b) Employees may nominate a complying fund for the payment of benefits payable in accordance with subclause (a).

17. Allowances, additional payments and expenses

17.1 Broken shifts

- (a) Employees working broken shifts shall be paid an additional amount as set out in Annexure 2 for each break in the shift worked.

- (b) Periods of work shall be so arranged so that all employees shall have a break of ten (10) hours in any twenty four (24) hour period, unless there is agreement in writing between the employee and the Council, or where the shifts are associated with a sleepover.
- (c) Notwithstanding the provisions in this clause all employees shall have a break of eight (8) hours in any twenty four (24) hour period.

17.2 Stand-alone shift

A stand-alone shift applies for periods of one hour or less, when not rostered on at any other time on that day.

When an employee is rostered on for a stand-alone shift, a vehicle allowance in accordance with Annexure 2 – Allowances, to and from the staff member's home, will apply. This allowance is not claimable if any other allowances apply.

17.3 Meal allowance (overtime)

A meal allowance set out in Annexure 2 shall be paid to employees instructed to work overtime:

- (a) for two (2) hours or more prior to their agreed commencing time, or
- (b) for two (2) hours immediately after their agreed finishing time and subsequent periods of four (4) hours, or
- (c) after each four (4) hours on days other than ordinary working days,

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

17.4 Sleep over

- (a) Council shall not require an employee to sleepover at the clients' residence more than five (5) consecutive nights and will only be required to do so for emergency, relief and temporary purposes.
- (b) An employee who is required to sleep overnight and to respond to emergencies shall, in addition to the provision of board and lodging for such nights, be paid a Sleepover Allowance as set out in Annexure 2, provided that, except for time spent on active client service, the Sleepover shall not give rise to payment beyond the Allowance nor count as time worked for the purpose of annual leave, sick leave or other leave.
- (c) A sleep over shall not exceed eight (8) hours per occasion and shall not commence prior to 10.00 p.m.
- (d) All time spent providing active client service during a sleepover shall be paid for as time worked with a minimum payment of one half hour at ordinary time including the

shift penalty as provided in clause 18.4 Shift work, applying to each occasion, subject to the time and purpose of the service and the time spent being appropriately documented for each occasion.

- (e) When an employee is engaged on a sleep over, such sleep over period shall immediately precede and/or follow a shift.

17.5 Vehicle allowance and travel time

- (a) All employees will be assigned to either the Grafton or Maclean Community Support work base.
- (b) Where employees are rostered to work with consecutive clients they shall be paid:
 - (i) for the time taken to travel between client locations at the ordinary hourly rate; and
 - (ii) Vehicle Allowance in accordance with Appendix 2 for the actual kilometres travelled when travel between clients is in the employees own vehicle.
- (c) When an employee is commencing and finishing on the job with a client service:
 - (i) Travel undertaken prior to the first client service and following the last client service will not give rise to a Vehicle Allowance, unless such travel is in excess of three (3) kilometres further than would be travelled ordinarily by the employee from their residence to or from the employee's assigned work base.
 - (ii) Where excess travel in accordance with clause 17.5(c)(i) is directed to be undertaken the employee shall be paid a Vehicle Allowance in accordance with Annexure (2) for the kilometres travelled in excess of three (3) additional kilometres.
 - (iii) Excess travel payment to attend a first client service is payable once per day.
 - (iv) Excess travel payment to return from last client service is payable once per day.

17.6 Use of private motor vehicle or public transport for official business

- (a) An employee directed to use their private motor vehicle on official business (other than as provided for in clause 17.5 shall be paid an allowance for each kilometre of authorised travel as set out in Annexure 2.
- (b) Where an employee is directed to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his or her duties.
- (c) No payment shall be made under paragraphs (a) and (b) of this subclause unless the Council is satisfied that the employee has incurred expenditure for such travel. The employee may be required to produce documentation or other evidence of expenditure incurred.

17.7 Client cancellation

- (a) Where an employee is given notice before 5:00 p.m. the day before the rostered service was to take place that a client shall not be requiring the service, no payment shall be made to the employee in respect of that client.
- (b) Where the employee is given notice after 5:00 p.m. the day before the rostered service or where the employee arrives at the client's home and the client is not there:
 - (i) If the employee can be given another client, then the employee is to proceed to the client within the rostered time on the same day. Where there is an agreement between the Council and employee then re-rostering of the client may take place on another day.
 - (ii) If the employee cannot be given another client within the rostered time on the same day and the cancelled client stood alone as a single engagement, the employee is to receive a one (1) hour payment regardless of the fact that the engagement has been cancelled.
 - (iii) If the employee cannot be given another client or other meaningful work within the rostered time on the same day and the cancelled client is part of an engagement, the employee is to be paid for the time that would have been worked to a maximum of one (1) hours.
- (c) Notwithstanding the provisions of subclauses (a) and (b) of this clause, if the total hours worked at the end of the week are less than an employee's minimum hours, then the minimum hours shall be paid in accordance with clause 22(b).
- (d) Notwithstanding subclauses (a), (b) and (c) of this clause where the Council is unable to meet the minimum hours of a full-time or part-time employee for reasons associated with death, hospitalisation of a client or clients, or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
 - (i) work shall be re-allocated from casual employees to the part-time or full-time employee; or
 - (ii) where possible, the additional hours beyond the minimum hours shall be re-allocated from another employee to the employee; or
 - (iii) where the employee agrees, the employee may have access to annual leave or long service leave; or
 - (iv) the employee and Council may agree to a period of leave without pay; or
 - (v) failing agreement in paragraph (iv) of this subclause, refer to clause 26 Grievance and dispute procedures.
 - (vi) Notwithstanding the provisions in paragraphs (i) to (v) of this subclause, inclusive, if after six (6) weeks the client still does not require the service, the employee shall be entitled to the provisions as set out in clause 29.2, Redundancy.

18. Hours of work

18.1 Ordinary hours

- (a) Except as otherwise provided, the full time ordinary hours of work shall be seventy six (76) per fortnight.
- (i) At the time of appointment Support Workers will be issued advice in writing of the minimum number of hours the employee is engaged to work each fortnight.
- (ii) The employee must apply in writing if they wish to make themselves unavailable to work on any particular day.
- (iii) Except in cases of emergency, applications under (ii) above must be received with sufficient notice to enable applications to be considered and Council's operational needs to be met.
- (iv) Any permanent change to hours of work must be in writing and a copy placed on the employee's personnel record.
- (b) Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.
- (c) An employee's commencement and/or finishing times will be in accordance with the allocated roster but may be altered by agreement or by the Council with the provision of reasonable notice where there are genuine operational or safety reasons supporting the variation. For the purpose of this subclause, reasonable notice shall be determined having regard to:
 - (i) the employee's personal circumstances including any family and carer responsibilities; and
 - (ii) the needs of the workplace, including any genuine operational or safety reasons.

Unless otherwise agreed, at least two weeks prior to the proposed alteration the Council shall provide the employee with the reasons for the proposed alteration to commencement and/or finishing times in writing. At least one week prior to the proposed alteration the employee shall provide reasons in writing if they do not agree with the proposed alteration, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute, clause 26, Grievance and Disputes Procedures, shall apply. This subclause only applies in relation to changes to commencement and/or finishing times and does not apply to changes in the days that an employee is required to work.

- (d) An unpaid meal break of a minimum of thirty (30) minutes shall be given and taken within the first five (5) hours of continuous work. Thereafter, a paid meal break not exceeding twenty (20) minutes shall be given and taken after a further five (5) hours continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate work health safety standards.

- (e) In lieu of the first unpaid meal break provided for in subclause (d) employees may be rostered to have a twenty (20) minute paid rest break where they are expected to remain with the client during such break.
- (f) Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.

18.2 Start and cease on the job

As required by the Council, an employee shall start and cease work on the job, with the first and last client service, at the commencing and finishing times within which the ordinary hours shall be worked and shall transfer from client to client as directed by the Council. An employee transferring from one client to another during a day shall be paid for the time occupied in travelling in accordance with the provisions of clause 17.5(b) Vehicle allowance and travel time.

18.3 Saturday and Sunday work

Employees required to work their ordinary hours on a Saturday or Sunday shall be paid at the appropriate rate prescribed in Annexure 1, and in addition shall be paid for all time so worked at the following rates:

- Saturday work - fifty (50) per cent
- Sunday work - one hundred (100) per cent

The penalties prescribed in this clause shall be in substitution for and not cumulative upon the shift work penalty prescribed in clause 18.4, Shift work.

For the purpose of this clause, the rates prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees including casual employees.

18.4 Shift work

A shift penalty of twenty (20) per cent shall be paid in addition to the ordinary rate of pay for all ordinary hours worked outside the spread of hours of 7:00 a.m. to 8:00 p.m., Monday to Friday.

19. Overtime

19.1 Rates of pay

For all work directed to be done in excess of twelve (12) hours per day where agreed in accordance with subclause 18.1, Ordinary hours, or seventy-six (76) hours per fortnight, the rates of pay shall be time and a half for the first two (2) hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in subclause 19.2 of this clause, in computing overtime, each day's work shall stand alone.

19.2 Return to work after overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of such employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that he or she has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the Council, such an employee resumes or continues work without having had such ten (10) consecutive hours off duty he or she shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

19.3 General

- (a) Subject to subclause (b), Council may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this Agreement.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For purposes of subclause (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Council of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

20. Public holidays

20.1 Proclaimed holidays

- (a) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; August Bank Holiday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the Council area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.

- (b) In addition to the days provided for in subclause (a), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide Council with at least seven (7) days notice of their intention to take the holiday in accordance with this subclause.
- (c) For so long as they are proclaimed, the public holidays of Maclean Show, Ramornie Cup, Grafton Cup and Jacaranda Thursday shall be observed and paid for as follows:
 - (i) Employees, whose work base is within the Clarence Valley LGA, but which is not in the Police Patrol Districts of Maclean, Yamba, and Iluka shall observe the three half days as proclaimed for the Grafton area:
 - (ii) Employees whose work base is within the Police Patrol Districts of Maclean, Yamba, Iluka shall observe a half day on Maclean Show Day and shall be granted one full day to be taken during the period of annual shut down or at another time as agreed;
 - (iii) Each half day of paid leave shall commence at the proclaimed time, or as determined by Council each year.

20.2 General

- (a) Clause 20 shall apply only to those employees normally rostered to work on the day of the week on which the public holiday falls and for such hours as normally rostered.
- (b) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this Agreement, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four (4) hours worked.
- (c) Where an employee is required to work ordinary hours on a holiday as prescribed by this Agreement, the Council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- (d) When a holiday occurs on a day on which a full-time employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between the council and the employee.

21. Leave provisions

21.1 Applicability of leave benefits

- (a) Any entitlement under this Agreement to be absent from the work place shall only become payable if the need to be absent arises on a day on which the employee would otherwise be required to be on duty.

21.2 Sick leave

- (a) Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of two (2) weeks (pro rata to their minimum ordinary hours) upon commencement at the ordinary rate of pay.
- (b) Sick leave entitlements will be adjusted annually in accordance with clause 22(d), Part-time employment. In cases of hardship, access to accrued leave may be made available at the Council's discretion.
- (c) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- (d) Section 50 of the Workers Compensation Act 1987 dealing with the relationship between sick leave and workers compensation applies.
- (e) The provision of sick leave is subject to the following conditions:
 - (i) Council must be satisfied that the sickness is such that it justifies the time off work; and
 - (ii) the illness or injury does not arise from engaging in other employment; and
 - (iii) proof of illness to justify payment is required after two (2) days absence or after three separate periods in each financial year; and
 - (iv) when requested, proof of illness shall indicate the employee's inability to undertake his/her normal duties.
 - (v) Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
 - (vi) The Council may require employees to attend a doctor nominated by Council at Council's cost.
- (f) Where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after six (6) months of continuous service.

21.3 Carer's leave

(a) Use of Sick Leave

(i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (d) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 21.2 Sick leave, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

(b) (i) 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.

(ii) Where more than ten (10) days' sick leave in any year of service is to be used for caring purposes the Council and employee shall discuss appropriate arrangements which, as far as practicable, take account of the Council's and employee's requirements.

(iii) Where the Parties are unable to reach agreement the grievance and disputes procedures at clause 26 of this Agreement should be followed.

(c) The employee shall, if required,

(i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or

(ii) establish by production of documentation acceptable to the Council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

(d) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care of the person concerned; and the person concerned being:

- a spouse of the employee; or
- a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or

- a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 'relative' means a person related by blood, marriage or affinity;
 - 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 'household' means a family group living in the same domestic dwelling.
- (e) An employee may elect, with the consent of the Council, to take leave without pay for the purpose of providing care and support to a class of person set out in subclause (d) above who is ill or who requires care due to an unexpected emergency.
- (f) An employee shall, wherever practicable, give the Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Council by telephone of such absence at the first opportunity on the day of absence.
- (g) Carer's entitlement for casual employees
- (i) Subject to the evidentiary and notice requirements in subclauses (c) and (f) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (d) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (ii) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty eight (48) hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not to engage a casual employee are otherwise not affected.

21.4 Annual leave

- (a) Annual leave of absence consisting of four (4) weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each twelve (12) months service and, except as provided for in subclause (b) of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the employee.

- (b) Council may direct an employee to take annual leave by giving at least four (4) weeks prior notification in the following circumstances:
- (i) where the employee has accumulated in excess of eight (8) weeks annual leave.
 - (ii) a period of annual close-down of up to and including four (4) weeks

Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (a) of this clause.
 - (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the closedown, Council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
 - (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with Council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
 - (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.
- (c) Payment to an employee proceeding on annual leave shall be made by Council at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.
- (d) On resignation or termination of employment, Council shall pay to the employee:
- (i) their ordinary rate of pay for all untaken leave credited for completed years of service, and
 - (ii) for an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year.

Provided that the employee shall not receive payment for more than four (4) weeks annual leave for any period of twelve (12) months.

- (e) Where an employee receives a varying rate of pay for six (6) months or more in the aggregate in the preceding twelve (12) month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the twelve (12) months immediately preceding the annual leave or the right to payment under this clause.

21.5 Long Service Leave

Long Service Leave will be provided in accordance with the *NSW Long Service Leave Act 1955* and/or any Act amending or replacing that Act.

Note: The Long Service Leave Act provides that an employee of Council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:

Length of service	Entitlement
After 5 years'	1 month
After 10 years'	2 months
In the case of an employee who has completed 10 years but less than 15 years and who's services have been terminated for any reason be on a proportional basis of 3 months for 15 years service	

21.6 Parental Leave

Parental leave is provided in accordance with Chapter 2, Part 2-2, Division 5 of the *National Employment Standard (NES)* under the *Fair Work Act 2009 (Cth)*; and the *Paid Parental Leave Act 2010 (Cth)*.

21.7 Leave without pay

- (a) Periods of leave without pay, shall be taken at a time mutually convenient to Council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave and annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (b) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

21.8 Health and wellbeing leave

The parties to the Agreement recognise that workplace health and wellbeing programs can lead to positive outcomes such as improved employee work performance and productivity, improved employee recruitment and retention, reduced absenteeism, and other benefits.

An employee may, with the consent of the employer, take up to two (2) days paid leave per financial year from their accrued sick leave balance to participate in a health and/or wellbeing activity, subject to the following:

- (a) the granting of paid leave under this clause is at the discretion of the employer; and

- (b) the taking of paid leave under this clause must not result in the employee having an accumulated sick leave balance of less than two (2) weeks; and
- (c) the employer may require proof of participation in the health and/or wellbeing activity to justify payment under this clause.

21.9 Jury service leave

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

21.10 Emergency services leave

- (a) Subject to subclause (b) of this clause, an employee, other than a casual, who engages in a 'voluntary emergency management activity' shall be entitled to up to five (5) days paid emergency services leave per financial year from their accrued sick leave balance to participate in such activity.
- (b) An employee is not entitled to paid emergency services leave under this clause if:
 - (i) the employee has less than twelve (12) months continuous service with the employer; or
 - (ii) the taking of the emergency services leave will result in the employee having an accumulated sick leave balance of less than two (2) weeks.
- (c) For the purposes of this clause, an employee engages in a 'voluntary emergency management activity' if, and only if:
 - (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (ii) the employee engages in the activity on a voluntary basis (Note: the activity is not on a voluntary basis if the employee receives remuneration from the recognised emergency management body for lost wages or salary); and
 - (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (iv) either:
 - (1) the employee was requested by or on behalf of the body to engage in the activity; or

- (2) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (d) For the purposes of this clause, a 'recognised emergency management body' is:
 - (i) a body, or part of a body, that has a role or function under a plan that:
 - (1) is for coping with emergencies and/or disasters; and
 - (2) is prepared by the Commonwealth, a State or a Territory; or
 - (3) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (e) any other body, or part of a body, a substantial purpose of which involves:
 - (1) securing the safety of persons or animals in an emergency or natural disaster; or
 - (2) protecting property in an emergency or natural disaster; or
 - (3) otherwise responding to an emergency or natural disaster.
- (f) For the purposes of this clause, an 'emergency' means an event, actual or imminent, which endangers or threaten to endanger life, property or the environment and which requires a significant and coordinated response.
- (g) The employer may require proof of participation in the voluntary emergency management activity to justify payment under this clause.

21.11 Bereavement Leave

- (a) 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 the employer of such, the employee shall be entitled to bereavement leave as follows:
 - (i) Up to four days paid bereavement leave upon the death of a member of the employee's immediate family; or
 - (ii) Up to two days paid bereavement leave upon the death of a member of the employee's extended family;
- (b) For the purposes of this clause, immediate family shall mean the following:
 - (i) a spouse or de facto partner of the employee;
 - (ii) a child of the employee;
 - (iii) a parent of the employee;
 - (iv) a sibling of the employee;
 - (v) a grandchild of the employee;
 - (vi) a child of the spouse or de facto partner of the employee;
 - (vii) a parent of the spouse or de facto partner of the employee;

- (viii) a sibling of the spouse or de facto partner of the employee; or
 - (ix) a grandchild of the spouse or de facto partner of the employee; or
 - (x) a member of the employee's extended family living in the same domestic dwelling as the employee.
- (c) For the purposes of this clause, extended family shall mean the following:
- (i) a niece of the employee;
 - (ii) a nephew of the employee;
 - (iii) an uncle of the employee;
 - (iv) an aunt of the employee;
 - (v) a grandparent of the employee;
 - (vi) a grandparent of the spouse or de facto partner of the employee;
 - (vii) the spouse or de-facto partner of the employee's child (son in law or daughter in law).
- (d) The employer may grant an employee additional bereavement leave if satisfied that extenuating circumstances exist.
- (e) Bereavement entitlements for casual employees:
- (i) Subject to providing satisfactory evidence to the employer, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person as provided in subclauses (a) to (d) of Clause 21.11, Bereavement Leave.
 - (ii) The casual employee is not entitled to any payment for the period of nonattendance.
 - (iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual employee are otherwise not affected.

22. Part-time employment

- (a) A part-time employee is one who is appointed to work a minimum number of hours which are less than thirty eight (38) per week but which may vary from week to week above that minimum.
- (b) A part-time employee shall be given a minimum number of hours per week by Council as part of their employment arrangement. A part-time employee shall not be paid less than his/her minimum hours per week, unless the employee has been offered and has refused rostered hours, or unless the employee has been stood down in accordance

with clause 27 Disciplinary procedures, or has become unable to undertake the roster offered for reasons such as loss of licence.

- (c) A part-time employee may be required to work more than their minimum hours at their ordinary hourly rate, subject to reasonable notice being provided.
- (d) Part-time employees shall receive all conditions prescribed by this Agreement on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (e) A part-time employee shall receive the appropriate hourly rate of pay as set out in Annexure 1, for all work performed in ordinary hours on any day, Monday to Sunday, inclusive. This amount shall be the ordinary hourly rate of pay for part-time employees.
- (f) The hourly rates of pay shall be calculated by dividing the appropriate weekly rate by thirty eight (38), calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- (g) Part-time employees shall be engaged on the following basis:
 - (i) Employees shall have a minimum of no less than eight (8) hours per week.
 - (ii) The minimum payment per engagement shall be one (1) hour.
 - (iii) Notwithstanding the provisions in clause 22(g)(i) above, where there is a genuine agreement in writing between the Council and employee the minimum hours may be reduced.
- (h) The average weekly hours worked shall be the specified minimum hours or the average number of ordinary hours actually worked, whichever is the greater, for the purposes of accrual of annual leave, sick leave, long service leave and bereavement leave.

23. Casual employment

- (a) A casual employee shall mean an employee engaged on an hourly basis.
- (b) A casual employee shall receive the hourly rate of pay as set out in Annexure 1.
- (c) In addition to the amounts prescribed by subclause 22(a) of this clause, a twenty five (25) percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid parental leave prescribed by this Agreement. Casual loading is not payable on overtime.

- (d) A casual employee will not be offered to work overtime in a position held by a permanent employee of Council, if such employee is available and willing to work that overtime.
- (e) Overtime shall be paid to a casual employee for the hours worked in excess of those prescribed in clause 18.1, Ordinary hours but does not attract casual loading.

24. Training

Employees shall be required to attend training to meet statutory and other operational responsibilities. Employees will be rostered on duty to attend all mandatory training.

Employees who fail to attend and/or complete mandatory training or certification will be unable to be rostered on duty until such training or certification is achieved.

25. Appointment and promotion

Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:

- (a) request in writing the reasons as to why they were not appointed; and
- (b) upon such request Council shall provide the reasons in writing.

26. Grievance and dispute procedures

- (a) At any stage of the procedure, the employee(s) may be represented by their Union or its local representative/delegate and the Council represented by the Local Government New South Wales.
- (b) The Union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- (c) A grievance or dispute shall be dealt with as follows:
 - (i) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (ii) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (iii) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the Section or other authorised officer for discussion. A further meeting between all Parties shall be held as soon as practicable.
 - (iv) If the matter remains unresolved the General Manager or other designated officer shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (v) Where the matter remains unresolved, it may be referred to the employee's Union or representative and by the General Manager or other authorised officer to the Association for further discussion between the Parties.
- (d) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (e) 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.

27. Disciplinary procedures

27.1 Employee's rights

Notwithstanding the procedures below, an employee shall:

- (a) Have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- (b) Be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse.
- (c) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (d) Be entitled to request the presence of a Union representative and/or the involvement of their Union at any stage.
- (e) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

27.2 Employer's rights and obligations

Notwithstanding the procedures contained below, a Council shall:

- (a) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (i) suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to seven (7) days or such greater period by agreement.
 - (ii) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - (iii) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (iv) Council shall not unreasonably refuse an application for paid leave under this provision.
 - (v) By agreement an employee may be transferred to another position or place of work.
- (b) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (c) Be entitled to take other disciplinary action before and/or during the procedures in cases of misconduct or where the employee's performance warrants such action.

- (d) In appropriate circumstances be entitled to terminate an employee's services in accordance with clause 29.3, Termination of employment, of this Agreement.
- (e) Be entitled to request the presence of a Union representative at any stage.
- (f) Be entitled to suspend an employee without pay as a result of the loss of their driver's licence. In such cases clause 27.2(a)(iv) will also apply.

27.3 Procedures

- (a) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of Council.
- (b) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (c) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of Council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (d) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (e) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (f) All formal warnings shall be in writing.
- (g) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

27.4 Penalties

After complying with the requirements above, Council may:

- (a) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for two (2) weeks from the date of the demotion.
- (b) Suspend an employee without pay from work for a specified period of time.
- (c) Terminate the employment of the employee.

28. Termination of employment

- (a) An employee shall give to Council two (2) weeks notice of their intention to terminate their employment. If no such notice is provided, Council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.
- (b) Council and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- (c) In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (d) shall not apply.
- (d) Council shall give to an employee, other than a casual, a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

Period of continuous service	Period of notice
Less than 2 years	2 weeks
2 years and less than 3 years	3 weeks
3 years and less than 5 years	4 weeks
5 years and beyond	5 weeks

- (e) The provision of this clause shall be read subject to the provisions of clause 29 Workplace change and redundancy, of this Agreement.
- (f) The employment of a casual employee may be terminated by one (1) hour's notice.
- (g) On the termination of employment Council shall, at the request of the employee, give to such employee a statement stating the period of employment, the class of work employed upon and when the employment terminated.

29. Workplace change and redundancy

Application:

- (a) This clause shall apply in respect of permanent full time and part time persons employed in the classifications specified by this Agreement.
- (b) Notwithstanding anything contained elsewhere in this Agreement, this clause shall not apply where employment is terminated as a consequence of serious misconduct.

29.1 Introduction of change

- (a) Council's duty to notify
 - (i) Where Council has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
 - (ii) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the Agreement makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

- (b) Council's duty to discuss change
 - (i) Council shall discuss with the employees affected and the Union to which they belong, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
 - (ii) The discussion shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in subclause (a) of this clause.
 - (iii) For the purpose of such discussion, Council shall provide to the employees concerned and the Union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that Council shall not be required to disclose confidential information the disclosure of which would adversely affect Council.

29.2 Redundancy

- (a) Discussions before terminations

- (i) Where Council has made a definite decision that Council no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph 29.1(a)(i) of this clause, and that decision may lead to the termination of employment, Council shall hold discussions with the employees directly affected and with the Union to which they belong.
- (ii) The discussions shall take place as soon as is practicable after Council has made a definite decision which will invoke the provision of subparagraph (i) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (iii) For the purposes of the discussion Council shall, as soon as practicable, provide to the employees concerned and the Union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that Council shall not be required to disclose confidential information the disclosure of which would adversely affect the employee.

29.3 Termination of employment

- (a) This paragraph sets out the notice provisions to be applied to terminations by the Council for reasons arising from Workplace Change and Redundancy.
 - (i) In order to terminate the employment of an employee the Council shall give to the employee notice in accordance with clause 28(d) except where the termination is the result of the introduction of technology.
 - (ii) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to a total of three (3) months notice.
 - (iii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (iv) The period of notice required by this subclause to be given shall be deemed to be service with Council for the purposes of calculating Long Service Leave and Annual Leave entitlements.

(b) Time off during the notice period

- (i) During the period of notice of termination given by Council, an employee shall be allowed up to one (1) day's time off without loss of pay during each week of notice, to a maximum of five (5) weeks, for the purposes of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Council, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(c) Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Council until the expiry of such notice, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(d) Statement of employment

Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(e) Notice to Centrelink

Where a decision has been made to terminate employees, 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.

(f) Employment Separation Certificate

The Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by the Department of Social Security.

(g) Transfer to lower paid duties

Where an employee is to be transferred to lower paid duties the employee's existing wages shall be maintained for a period equivalent to the amount of notice and severance pay that the employee would be entitled under this Agreement, provided that should the employee resign during the period of salary maintenance, as provide for by this subclause, the balance of any notice and severance pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.

(h) Severance pay

Where an employee is to be terminated due to redundancy Council shall pay the following severance pay in respect of a continuous period of service:

Completed years of service with the employer	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (i) 'Weeks pay' means the rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, regularly received shift penalties paid in accordance with this Agreement.
- (ii) Council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the Council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

(i) Alternate employment

Subject to an application by Council and further order of the Industrial Relations Commission of NSW, Council may pay a lesser amount (or no amount) of severance redundancy pay than that contained in subclause (h) of this clause if Council obtains acceptable alternative employment for an employee. Without in any way limiting the generality of the words 'acceptable alternative employment, regard shall be had to:

- (i) the employee's age, education, skills and work experience;
- (ii) the employee's place of residence;
- (iii) the needs of the Council and the nature of the Council's operations; and
- (iv) any other relevant circumstances.

(j) Incapacity to pay

Subject to an application by Council and further order of the Industrial Relations Commission, Council may pay a lesser amount (or no amount) of severance pay than that contained in subclause (h) of this clause.

The Industrial Relations Commission shall have regard to such financial and other resources of Council concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (h) of this clause will have on Council.

30. Savings

No employee shall receive a reduction in their hourly rate of pay as a result of the implementation of this Agreement.

31. Renegotiation of the Agreement

The Parties agree that the expiry date of this Agreement may be extended by exchange of letters between the Parties to extend the life of this Agreement until the conclusion of negotiations for a new Agreement. Any extension is to be limited to a maximum of twenty four (24) months.

If negotiations to produce a new Agreement fail, then all conditions be governed by the Miscellaneous Workers Home Care Industry (State) Award and Council Protocols and Policies. Negotiation of any subsequent Agreement is to commence at least six (6) months prior to the cessation date of this Agreement.

32. Area, incidence and duration

32.1 Coverage

This Agreement shall apply to all persons employed as Community Support Workers within the Clarence Valley Council.

32.2 The Parties

The Parties to this Agreement are the Clarence Valley Council (herein referred to as the 'Council') and the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (herein referred to as the 'Union').

32.3 Parties bound

The Agreement will be binding on all employees of the Clarence Valley Council employed as Community Support Workers.

32.4 New employees

The Parties agree that any new employee who is engaged by Council as a Community Support Worker during the term of this Agreement will be covered by this Agreement and shall as from the date of being covered by this Agreement, be entitled to all benefits and be bound by all obligations under this Agreement.

32.5 Duration

This Agreement shall come into operation from its date of registration and shall remain in force for thirty six (36) months, unless varied or terminated earlier under the provisions provided by the Industrial Relations Act 1996.

33. No extra claims

No extra claims will be made during the life of the Agreement unless all the Parties otherwise agree.

34. Leave reserved

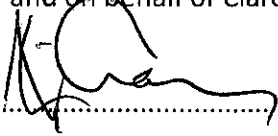
Leave is reserved for the parties to vary the Agreement to provide for paid time for employees to complete timesheets in the event that the electronic time sheet system (or similar) is not introduced prior to 31 December 2016. Such paid time to apply only until the electronic system is introduced.

35. Duress

This Agreement has been entered into without duress by any Party.

36. Signatories to Agreement

For and on behalf of Clarence Valley Council

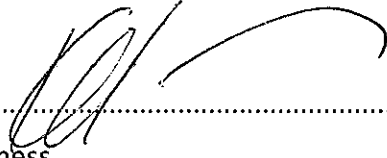


Scott Greensill, General Manager

per Ashley LINDSAY - Acting General Manager

24-10-16

Date



Witness

24.10.16

Date

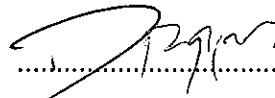
For and on behalf of the New South Wales Local Government, Clerical, Administrative, Energy, Airline and Utilities Union, Australia



General Secretary

17.10.16

Date



Witness

17/10/16

Date

Annexure 1 - Community Support Staff Salary System Structure

Weekly	Entry	Step 1 +4.5%	Step 2 +4.5%
CS Level 2	849.60	887.83	927.78
Hourly	22.35	23.36	24.41
CS Level 1	793.70	829.42	866.74
Hourly	20.88	21.82	22.80

Annualised	Entry	Step 1	Step 2
CS Level 2	44,349	46,345	48,430
CS Level 1	41,431	43,296	45,244

Annexure 2 – Allowances

Allowances in the table below will operate as follows:

Year 1: from the first full pay period commencing on or after the 1 July 2016

Year 2: from the first full pay period commencing on or after the 1 July 2017

Year 3: from the first full pay period commencing on or after the 1 July 2018

Allowances	Year 1	Year 2	Year 3	
Vehicle Allowance	\$ 0.78	\$ 0.78	\$ 0.78	per km
Meal Allowance	\$ 11.50	\$ 11.75	\$ 12.00	per meal
Sleep Over Allowance	\$ 44.50	\$ 45.75	\$ 47.00	per night
Broken Shift Allowance	\$ 9.00	\$ 9.25	\$ 9.50	per break