

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA20/07

**TITLE:** Ballina Shire Council Managers' Enterprise Agreement 2020-2023

**CASE NO:** 2020/168189

**DATE APPROVED/COMMENCED:** 19 June 2020 / 19 June 2020

**TERM:** 36 months

**NEW AGREEMENT OR VARIATION:** Replaces EA17/06

**GAZETTAL REFERENCE:** 3 July 2020

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF EMPLOYEES:**

The agreement shall cover all employees employed by Ballina Shire Council who are classified as Grade 19 (Manager 1), Grade 20 (Manager 2) and Grade 21 (Manager 3) within Band 4, Level 1 of Council's salary structure. The Agreement does not displace the Award or the Splinter Award. The terms and conditions of this Agreement prevail to the extent of any inconsistencies between the Agreement, the Award and the Splinter Award.

**PARTIES:**

Ballina Shire Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Development and Environmental Professionals Association; and The Local Government Engineers' Association of New South Wales.

**Ballina Shire Council Managers' Enterprise Agreement 2020 – 2023**

**TABLE OF CONTENTS**

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1. TITLE.....	2
2. DEFINITIONS.....	2
3. PARTIES BOUND .....	2
4. SCOPE AND COVERAGE OF THE AGREEMENT .....	2
5. AIMS OF AGREEMENT .....	3
6. NO FURTHER CLAIMS .....	3
7. HOURS OF WORK.....	3
8. REASONABLE ADDITIONAL HOURS.....	4
9. SPECIAL LEAVE .....	4
10. FLEXIBLE WORKING HOURS .....	5
11. ALLOWANCES AND REIMBURSEMENTS .....	5
12. EQUIPMENT STANDARDS.....	6
13. RATES OF PAY.....	7
SCHEDULE 1 .....	8

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## 1. TITLE

This Agreement is the Ballina Shire Council Managers' Enterprise Agreement (Agreement) 2020-2023.

## 2. DEFINITIONS

Except where otherwise defined:

**Agreement** means the Ballina Shire Council Managers' Enterprise Agreement

**Award** means the *Local Government (State) Award 2017*, as amended from time to time

**Council** means Ballina Shire Council

**depa** means the Development and Environmental Professionals' Association

**LGEA** means the Local Government Engineers' Association of New South Wales

**Manager** means Council employees as described at clause 4.2(a)

**USU** means the New South Wales Local Government, Clerical Administrative, Energy, Airlines and Utilities Union

**Settlement period** means the financial year, commencing 1 July and ending 30 June of any year

**Splinter Award** means the *Local Government (COVID-19) Splinter (Interim) Award 2020*, operating on and from 8 April 2020 until 7 April 2021.

## 3. PARTIES BOUND

The parties bound to this Agreement are Council and the USU, the LGEA; and depa.

## 4. SCOPE AND COVERAGE OF THE AGREEMENT

4.1 This Agreement is made pursuant to section 29 of the *Industrial Relations Act 1996* (NSW).

4.2 On commencement of this Agreement:

- (a) The Agreement will cover all employees employed by Council who are classified as Grade 19 (Manager 1), Grade 20 (Manager 2) and Grade 21 (Manager 3) within Band 4 Level 1 of Council's salary structure.

- (b) The Agreement does not displace the Award. The terms and conditions of this Agreement prevail to the extent of any inconsistencies between the Agreement and the Award.
- (c) The Agreement does not displace the Splinter Award. The terms and conditions of this Agreement prevail to the extent of any inconsistencies between the Agreement and the Splinter Award.
- 4.3 This Agreement will operate from the date of approval by the New South Wales Industrial Relations Commission and will remain in force for a period of three (3) years.

## **5. AIMS OF AGREEMENT**

The purpose and benefits of this Agreement is to:

- 5.1 encourage career progression and managerial skilling beyond senior professional status to management positions;
- 5.2 recognise the unique interests of Manager at Council;
- 5.3 encourage productivity and incentives for employees in management positions; and
- 5.4 formalise existing employment arrangements specific to Managers at Council and provide additional employment benefits to Managers.

## **6. NO FURTHER CLAIMS**

- 6.1 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 this Agreement by a party to the Agreement or a Manager whose employment is subject to the Agreement.
- 6.2 This clause shall not preclude the parties from varying the Agreement by consent.

## **7. HOURS OF WORK**

- 7.1 The ordinary hours of work for Managers will be 38 hours per week to be arranged on one of the following bases:
- 38 hours within one week provided that at least two days off shall be granted; or
  - 76 hours within two weeks provided that at least four days off shall be granted; or
  - 114 hours within three weeks provided that at least six days off shall be granted; or
  - 152 hours within four weeks provided that at least eight days off shall be granted.

## **8. REASONABLE ADDITIONAL HOURS**

- 8.1 Council may request that a Manager works 'reasonable additional hours' where such hours are necessary to fulfill the duties and responsibilities of the Manager's position. Agreement must not be unreasonably withheld.
- 8.2 'Reasonable additional hours' do not attract additional payment or overtime penalty rates, except for additional hours directed to be worked on a public holiday in accordance with the Award.
- 8.3 A Manager may refuse to work additional hours that are not reasonable.
- 8.4 In determine whether additional hours are reasonable, Council must have regard to the following:
- (a) Any risk to Manager's health and safety from working the additional hours;
  - (b) The Manager's personal circumstances, including family responsibilities;
  - (c) The needs of the area in which the Manager is employed;
  - (d) Any notice given by Council of any request or requirement to work the additional hours; and
  - (e) The regularity of the request to work reasonable additional hours.
- 8.5 Notwithstanding subclause 8.2 of this Agreement, the General Manager or Director has discretion to make payment or other benefits to a Manager who works additional hours in exceptional circumstances.

## **9. SPECIAL LEAVE**

In recognition of additional hours worked, Managers will be entitled to special leave according to the following conditions:

- 9.1 From the commencement of this Agreement, the Manager will be credited one day of special leave for each four weeks of service. Subject to the General Manager or Director's approval, the Manager can elect to work and be paid for this accrued one day per month at normal rates of pay in lieu of the one day off work.
- 9.2 Manager will be entitled to an additional three days of special leave to be used during the annual Christmas/New Year close down. A Manager who works during this period may elect to take special leave at a time that is mutually agreed to between the General Manager or Director and the Manager or be paid normal rates of pay for these days if worked.
- 9.3 Time off will be taken at a mutually convenient time and by prior agreement with the appropriate General Manager or Director.
- 9.4 In consultation with the General Manager or Director, the Manager must ensure they utilise their entitlement. The General Manager may direct the Manager to use their accrued special leave within the current settlement period.
- 9.5 A Manager is entitled to carry forward a maximum of five days accrued special leave in any settlement period (maximum accrual period). Any hours accumulated

above the maximum accrual period will be forfeited at the end of the settlement period.

- 9.6 Where a Manager has a special leave balance above the maximum accrual period, the Manager may seek the written approval of the General Manager or Director to carry forward the accrued special leave balance having regard to the reasons for not being able to take leave, the amount of leave and other relevant circumstances.
- 9.7 Where a Manager's employment is terminated (either by resignation or termination), the Manager must use accrued special leave during that notice period. Where a Manager is unable to use accrued special leave during the notice period due to the direction of the General Manager or Director, the requested period will be paid on termination (up to a maximum of five days) at ordinary rates of pay.
- 9.8 Except as provided in subclause 9.7, accrued special leave is not payable on termination.
- 9.9 Nothing within this clause prevents the General Manager or Director exercising their discretion to provide additional benefits to the Manager.

## **10. FLEXIBLE WORKING HOURS**

The Manager may, by prior agreement with the General Manager or Director, vary their working hours or patterns to provide maximum flexibility to themselves and their work area to achieve the essential work-related outcomes.

## **11. ALLOWANCES AND REIMBURSEMENTS**

Managers shall be entitled to a reimbursement of up to a total of \$1960 per settlement period for allowances and reimbursements. The total amount can be used on one or a combination of the following:

### **11.1 Internet**

Where the Manager requests and is provided with the required proof, Council shall make a reimbursement (including any fringe benefits tax amounts) for the purposes of internet costs at the manager's residence to facilitate remote access.

### **11.2 Health and Wellbeing Allowance**

Where the Manager requests and is provided with the required proof, Council shall make a reimbursement (including any fringe benefits tax amounts) for the purposes of health and fitness activities, limited to:

- Sporting or gym membership fees including personal training sessions;

- Sporting equipment, including fitness equipment, running or fitness specialty shoes;
- Remedial or sports massages (but not therapeutic massages);
- The costs of participating in sporting or fitness events (but not as a spectator); and / or
- At Council's discretion, any other health and wellbeing expense approved in advance.

### **11.3 Professional Membership**

- (a) Council will make payment (including any fringe benefits tax amounts) for the purposes of professional memberships or accreditation requirements supplementary to the position.
- (b) The Manager must supply Council with an invoice or equivalent evidence of such expense.
- (c) Council may reasonably refuse a request where the membership or accreditation is not directly relevant to the Manager's position.

## **12. EQUIPMENT STANDARDS**

### **12.1 Technology equipment**

- (a) Managers will be provided with an approved communication package that will promote flexibility in how, when and where they work. This will provide Managers with access to the most up to date technology to enable them to lead and improve the work experience. The allocation of the equipment devices will align with Council's information technology policies and procedures implemented by Council's Manager Information Services.
- (b) Where available, Council will allow the inclusion of five additional mobile telephone numbers per Manager on Council's mobile account, with all usage of these two additional mobile services to be fully reimbursed to Council on a monthly basis. These services are able to be transferred to Council ownership and transferred back to the ownership of the Manager once only or under exceptional circumstances.

### **12.2 Vehicles**

- (a) Managers will be entitled to the private use of a vehicle in accordance with Council's Light Motor Vehicle procedure. Managers will be given the right to select the type, colour and make (i.e. wagon) subject to the vehicle complying with Council's Light Motor Vehicle procedure including but not limited to the identified lease fee for the vehicle.
- (b) Managers will also have the ability to select the model one above the base model for a vehicle included in the Light Motor Vehicle procedure, subject to the

manager reimbursing the additional cost of that vehicle to Council as part of an additional lease fee. Approval for a model above the base model is at the General Manager's discretion.

- (c) Managers will be entitled to purchase fuel up to a 300km fuel radius from Ballina for private use of a vehicle subject to complying with the terms and conditions of private use included in Council's Light Motor Vehicle Protocol.
- (d) With the provision of six-month notice, or during the time of changeover of vehicle, the employee can elect to submit a written request to opt out of the vehicle (private and commuter) leaseback agreement. The General Manager has the discretion to determine whether to approve the request, based on factors, including but not limited to, the fleet numbers at the time of the request. Where the request is approved by the General Manager, the employee's gross salary will be increased by an amount of \$12,000.

### **13. RATES OF PAY**

- 13.1 Management positions are evaluated utilising the local government job evaluation system to determine placement in the Manager 1 (referred to as Grade 19 under Council's salary structure) or Manager 2 (referred to as Grade 20 under Council's salary structure) and Manager 3 (referred to as Grade 21 under Council's salary structure) level classification system according to the position's authority and accountability, judgement and problem solving, specialist knowledge and skills, management skills, interpersonal skills and qualifications and experience.
- 13.2 The rates of pay provided at Schedule 1 apply from first pay period after the commencement of this Agreement.
- 13.3 The Manager will be entitled to increases in the rate of pay in accordance with the Award.



**SIGNATORIES TO THE AGREEMENT**

**Signed on behalf of Ballina Shire Council**

General Manager



Date

4/5/20

Witnessed by

KELLY ANNE JEAN BROWN



Date

4/5/2020

**Signed on behalf of the New South Wales Local Government, Clerical  
Administrative, Energy, Airlines and Utilities Union**

General Secretary

Date

Witnessed by

Date

**Signed on behalf of the Development and Environmental Professionals'  
Association**

Secretary

Date

Witnessed by

Date

**Signed on behalf of the Local Government Engineers' Association of New South Wales**

Director .....

Date .....

Witnessed by

.....

Date .....

**SCHEDULE 1**

**CLAUSE 13 – RATES OF PAY: PERFORMANCE BASED, CLASSIFICATION SYSTEM of PAY AND SALARY SYSTEM**

**RATE OF PAY**

<b>GRADE</b>	<b>Minimum Rate Per Week \$</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Managers' Salary</b>					
ML 1	\$2085.67	\$2158.67	\$2234.22	\$2312.42	\$2393.35
ML 2	\$2200.22	\$2277.23	\$2356.93	\$2439.42	\$2524.80
ML 3	\$2314.77	\$2395.79	\$2479.64	\$2566.43	\$2656.25