

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA20/10

**TITLE:** Sutherland Shire Council Casual to Permanent Transitional Enterprise Agreement 2020

**CASE NO:** 2020/251014

**DATE APPROVED/COMMENCED:** 14 September 2020

**TERM:** 12 months

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:** 29 January 2021

**NUMBER OF PAGES:** 11

**COVERAGE/DESCRIPTION OF EMPLOYEES:**

The agreement applies to all casual employees and all employees who transfer from casual to permanent employment and part time employees after the commencement date of this agreement employed by the Sutherland Shire Council within the Council's Shire Services and Infrastructure Directorates listed under Schedule 1 of the agreement, who fall within the coverage of the Local Government (State) Award 2020. The agreement shall not apply to all employees who commenced employment on a permanent basis prior to the commencement date of this Agreement.

**PARTIES:**

Sutherland Shire Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**Sutherland Shire Council  
Casual to Permanent  
Transitional  
Enterprise Agreement  
2020**

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## 1. Title

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- 1.1. This Agreement will be known as the *Sutherland Shire Council Casual to Permanent Transitional Enterprise Agreement 2020* ("**Agreement**").

## 2. Commencement and Duration

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- 2.1. This Agreement commences operation on and from the date of approval by the NSW Industrial Relations Commission.
- 2.2. This Agreement shall cease on the date 12 months after the date of approval by the NSW Industrial Relations Commission.
- 2.3. After the cessation date, either party must give 3 months' notice, in accordance with the *Industrial Relations Act 1996* (NSW) before terminating this Agreement.
- 2.4. If this Agreement is terminated, employees engaged under this Agreement will revert to the Core EA.

## 3. Coverage

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- 3.1. This Agreement shall apply to all employees who transfer from casual to permanent employment and part time employees employed after the commencement date of this Agreement within Council's Shire Services and Infrastructure Directorates listed under schedule 1.
- 3.2. This Agreement shall not apply to all employees who commenced employment on a permanent basis prior to the date specified under cl. 2.1 within Council's Shire Service Directorate and Infrastructure Directorate
- 3.3. This Agreement shall apply to all casual employees employed within Council's Shire Services and Infrastructure Directorates listed under schedule 1.
- 3.4. This Agreement is made with reference to the Award.
- 3.5. The terms and provisions of this Agreement shall replace and substitute the provisions of the Award. In the case of inconsistency between the Agreement and the Award, the provisions of this Agreement will prevail.
- 3.6. Where this Agreement is silent on a matter, the Award and its successors will be applied.
- 3.7. Except as otherwise provided, this Agreement expressly excludes and wholly replaces the Core EA.
- 3.8. The following clauses under the Core EA apply and form part of this Agreement, they are as follows:
- Clause 3.1 [Rates of Pay];
  - Clause 3.2 [Allowances and Shift Payments];
  - Clause 3.3 [Travel Allowance];
  - Clause 3.4 [Higher Grade Pay];

- Clause 3.5 [Workers' Compensation Pay];
- Clause 3.8 [Superannuation];
- Clause 4.1 [Leave Requirements];
- Clause 4.2 [Drug and Alcohol Policy];
- Clause 4.3 [Employee Assistance Program];
- Clause 4.5 [Wet Weather/Safety Clothing];
- Clause 4.6 [Corporate Uniform];
- Clause 4.7 [Staff Appraisal];
- Clause 4.8 [Additional Training – Outside Normal Working Hours];
- Clause 4.9 [Redundancy];
- Clause 4.10 [Redeployment];
- Clause 4.12 [Requirements for a Ten-Hour Break];
- Clause 4.14 [Recording System for Absences];
- Clause 4.17 [Resignation of Employment];
- Clause 4.19 [Skill Based Pay];
- Clause 4.21 [Public Transport Incentive Scheme];
- Clause 4.22 [Well Being Program];
- Clause 6.2 [Annual Leave Loading];
- Clause 6.4 [Payment of Concurrent Leave];
- Clause 6.5 [Sick Leave/Carers Leave];
- Clause 6.6 [Falling Sick While on Leave];
- Clause 6.7 [Compassionate Leave];
- Clause 6.8 [Time in Lieu];
- Clause 6.9 [Days in Lieu];
- Clause 6.10 [Rostered Day Off];
- Clause 6.11 [Personal Leave];
- Clause 6.12 [Leave Without Pay];
- Clause 6.14 [Study Leave];
- Clause 6.15 [Public Holidays];
- Clause 6.16 [Parental Leave];
- Clause 6.17 [Paid Maternity Leave];
- Clause 6.18 [Superannuation Seminar Leave];
- Clause 6.19 [Blood Donor Leave]

#### 4. Industrial Parties

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4.1. The industrial parties to this Agreement are:

- (a) Sutherland Shire Council ("**Council**"); and
- (b) NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union ("**USU**"). Collectively referred to as the ("**Parties**").

4.2. The Parties acknowledge that this Agreement:

- (a) has been genuinely arrived at by negotiations without compulsion;
- (b) does not provide less than the entry level of pay;
- (c) has been signed by the Council and the relevant Union; and

- (d) will not and does not establish any precedent.

## 5. Statement of Intent

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- 5.1. This Agreement sets out certain interim arrangements to allow for casual employees to transition into permanent employment.
- 5.2. The Parties to this Agreement recognise the need to provide more secure forms of employment.

## 6. Definitions and Interpretation

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- 6.1. In this Agreement, unless the context requires otherwise:

**Agreement** means the *Sutherland Shire Council Casual to Permanent Transitional Agreement*.

**Award** means the *Local Government (State) Award 2020* as amended from time to time.

**average hours of work** mean the average hours worked by an employee each week on a regular and systematic basis in their work team over twelve months from the 31 March 2019.

**casual** means an employee engaged on a day to day basis.

**Casual Assessment Process** means an assessment tool agreed to by the Union and Council to demonstrate whether a casual employee is strongly inferred to be a systematic casual (scoring 6 or above), reasonably inferred to be systematic casual (scoring between 4-5) or identified as a Casual employee (scoring 3 or below).

**Council** means Sutherland Shire Council.

**COVID-19** means the Coronavirus named "COVID-19" by the World Health Organisation (previously known as "2019 novel coronavirus") and the disease it causes.

**part time** shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with the Award.

**permanent** means part time or full-time employment.

**strongly inferred** means those employees who have been assessed as scoring 6 or above in the Casual Assessment Process.

**reasonably inferred** means those employees who have been assessed as scoring 4-5 in the Casual Assessment Process.

**Core EA** means *Sutherland Shire Council Employees Core Enterprise Agreement* (EA No. EA05/38).

**Union** means the following organisation: New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union ("USU").

## **7. Grievance and Dispute Procedure**

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7.1. Clause 36 [Grievance and Dispute Procedures] of the Award shall apply.

## **8. Anti-Discrimination**

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8.1. Clause 3 [Anti-Discrimination] of the Award will apply.

## **9. Transition to Permanent Employment**

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9.1. In accordance with ss 348-348 of the Local Government Act 1993 (NSW) Council will undertake an internal Expression of Interest ("EOI") process. The following provisions will apply.

9.2. For the casual employee who has been strongly inferred to have previously been employed on a permanent basis, Council will offer that casual employee the permanent position previously held on similar average hours and terms and conditions. This position will be offered on a permanent basis reflecting the hours and conditions the employee previously received

9.3. In accordance with cl. 9.2 of this Agreement, Council will offer the casual employee the same average hours of work previously performed. However, where a casual employee requests less hours than their minimum hours offer, Council may accept or refuse this request subject to operational requirements.

9.4. Any available hours that are offered and not accepted, in accordance with cl. 9.2-9.3, will be offered to casual employees who have been reasonably inferred to have been previously been employed on a permanent basis.

9.5. For casual employees who have been reasonably inferred to have previously been employed on a permanent basis, Council will offer that casual employee the permanent position previously held similar average hours and terms and conditions.

9.6. In accordance with cl. 9.5 of this Agreement, Council may offer the casual employee the same average hours of work previously performed, subject to operational requirements. However, where a casual employee requests less hours than their minimum hours of offer, Council may accept or refuse this request subject to operational requirements.

9.7. Any available hours that are offered and not accepted above may be advertised at the discretion of Council at the end of the transition process.

## **10. Part-time Employment**

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- 10.1.** Part-time employees may work more than their regular number of ordinary hours at their ordinary rate of pay.
- 10.2.** Prior to commencing part-time work, the employer and the employee shall agree upon the conditions under which the work is to be performed including:
- (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work;
  - (b) The nature of the work to be performed;
  - (c) The rate of pay as paid in accordance with this Agreement; and,
  - (d) These conditions may be varied by consent.
- 10.3.** The conditions or any variation to them must be in writing and retained by the employer. A copy of the conditions and any variations to them must be provided to the employee by the employer.
- 10.4.** Where a part-time employee works more than their regular number of hours, such work is to be paid at their ordinary hourly rate of pay. Where a part-time employee performs work outside the spread of hours under cl. 19 [Hours of Work] of the Award, the provisions of cl. 20 [Overtime], shall apply.
- 10.5.** Rostering of regular ordinary work hours and any additional ordinary work hours will be based on operational needs.
- 10.6.** Where a part-time employee performs work beyond their ordinary contracted hours, they will be entitled to the accrual of leave entitlements under the Agreement and Award on a pro rata basis reflecting the additional ordinary hours worked.
- 10.7.** Part-time employees shall receive all conditions prescribed by the 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.
- 10.8.** This Agreement expressly displaces the conditions under cl. 4.16(a) of the Core EA.



## 11. Ordinary Hours

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11.1. The ordinary spread of hours for all employees covered by this Agreement shall be between Monday and Sunday.

11.2. The ordinary span of hours for all employees covered by this Agreement shall be, as follows:

Function	Span of Hours
Libraries	8:00am – 9:00pm
Childcare	5:00am – 8:00pm
Childcare Cleaner	5:00am – 9:00pm
Leisure Centres	4:00am – 10:30pm
Museums and Galleries	5:00am – 9:30pm
Entertainment, Events, Theatres and Hospitality	5:00am – 11:30pm
Animal Shelter	5:00am – 10:00pm
Cleaners	5:00am – 9:00pm
Road Broom Operations	6:00am – 6:00pm

11.3. Ordinary hours of work performed outside the ordinary span of hours, shall attract a shift penalty as prescribed under the Core EA.

11.4. Ordinary hours of work performed on Saturday and Sunday shall attract a penalty as prescribed under the Core EA.

11.5. Where an entitlement to a shift or weekend penalty is not prescribed under the Core EA, the Award shall apply.

## 12. Leave Accruals

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12.1. Where an employee, covered under cl. 3.2 of this Agreement, transitions to permanent employment, the employee is not entitled to retrospective annual leave, long service leave or sick leave accruals or any form of back payments.

### 13. Long Service Leave

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- 13.1. Permanent employees shall be entitled to long service leave at the ordinary rate of pay as follows:

Length of Service	Entitlement
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- 13.2. Casual employees previously engaged on a regular and systematic basis shall have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on employer's structure.
- 13.4. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.

### 14. Redundancy & Severance Payments

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- 14.1. Where a casual employee, covered under cl. 3.2 of this Agreement, has been offered but has refused to accept an alternative position within Council's organisation structure of comparable skill, accountability and remuneration on a permanent basis, the employee is not entitled to any severance payments payable pursuant to the Core EA.
- 14.2. Where a casual employee, covered under cl. 3.2 of this Agreement, has been offered but has refused to accept an alternative position within Council's organisation structure of comparable skill, accountability and remuneration on a permanent basis, Council does not undertake to provide any ongoing shifts.

### 15. Secondary Employment

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- 15.1. Where a casual employee, covered under cl. 3.2 of this Agreement, transitions to permanent employment, the offer is subject to approval of any secondary employment applications.

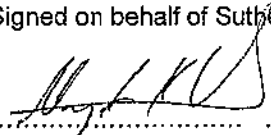
Sutherland Shire Council Casual to Permanent Transitional Enterprise Agreement 2020

<b>Schedule 1</b>		
<b>Directorate</b>	<b>Unit</b>	<b>Function</b>
Shire Services	Leisure Centres	Leisure Centres
Shire Services	Libraries	Libraries
Shire Services	Children's Services	Children's Services
Shire Services	Children's Services	Children's Services cleaners
Shire Services	Public Safety & Lifeguards	Animal Shelter
Shire Services	Arts and Culture	Hazlehurst Regional Gallery
Shire Infrastructure	Waste Services	Cleaning
Shire Infrastructure	Waste Services	Road brooms

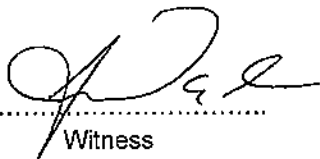
Sutherland Shire Council Casual to Permanent Transitional Enterprise Agreement 2020

Signatories

Signed on behalf of Sutherland Shire Council


  
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Chef Executive Officer                      Date

25/08/2020

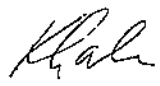
  
.....  
Witness    Date

25/08/2020

Signed on behalf of the NSW Local Government, Clerical, Administrative, Energy, Airlines, and Utilities Union (USU)

  
.....  
General Secretary                      Date

25 August 2020

  
.....  
Witness    Date

25 August 2020