

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/276

**TITLE:** Sutherland Shire Council Employees Core Enterprise Agreement

**I.R.C. NO:** IRC02/3521

**DATE APPROVED/COMMENCEMENT:** 12 July 2002

**TERM:** 30 June 2004

**NEW AGREEMENT OR VARIATION:** Replaces EA98/273 and EA01/145

**GAZETTAL REFERENCE:** 13 September 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 70

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees of Sutherland Shire Council who fall within the coverage of the Local Government (State) Award 2001.

**PARTIES:** Sutherland Shire Council -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales

ExL A



**CORE ENTERPRISE AGREEMENT**

---

Between the

**SUTHERLAND SHIRE COUNCIL**

And

**THE FEDERATED MUNICIPAL & SHIRE COUNCIL EMPLOYEES  
UNION OF AUSTRALIA  
(NEW SOUTH WALES DIVISION)**

And

**ENVIRONMENTAL HEALTH AND BUILDING SURVEYORS' ASSOCIATION OF  
NEW SOUTH WALES**

And

**LOCAL GOVERNMENT ENGINEERS ASSOCIATION OF NEW SOUTH WALES**



Filed with the Industrial Registrar the

day of

2001

---

# CONTENTS

	<b>Page</b>
<b>PART 1 REGISTRATION ARRANGEMENTS</b>	<b>3</b>
<b>PART 2 STRATEGIC INTENT</b>	<b>8</b>
<b>PART 3 SALARIES AND RELATED MATTERS</b>	<b>11</b>
<b>PART 4 EMPLOYMENT CONDITIONS AND HOURS OF WORK</b>	<b>15</b>
<b>PART 5 CONSULTATION AND DISPUTE RESOLUTION</b>	<b>27</b>
<b>PART 6 LEAVE AND HOLIDAY ENTITLEMENTS</b>	<b>31</b>
<b>PART 7 SCHEDULES AND ANNEXURES</b>	<b>43</b>
<b>PART 8 INDEX</b>	<b>45</b>



**PART 1 REGISTRATION ARRANGEMENTS**

**1.1 SIGNATORIES**  
Signed for and on behalf of:  
Sutherland Shire Council



John Rayner  
General Manager

Date: 27/5/02

Witness: 

Position: PERSONAL ASSISTANT

Date: 27/5/02

The Federated Municipal and Shire  
Council Employees Union of  
Australia NSW Division



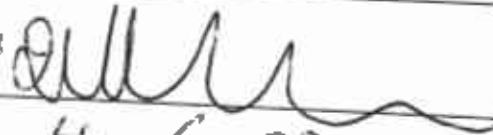
Date: 7.3.02

Witness: 

Position: Secretary

Date: 7.3.02

Environmental Health and Building  
Surveyors' Association of NSW



Date: 4.6.02

Witness: 

Position: Secretary

Date: 4/6/02

The Local Government  
Engineers Association of NSW



Date: 14/6/02

Witness: 

Position: ADMIN USC. LGSA

Date: 14/6/02



**1.2 TITLE OF THE AGREEMENT**  
This Agreement shall be referred to as the Sutherland Shire Council Employees Core Enterprise Agreement.

**1.3 PARTIES BOUND BY THIS AGREEMENT**  
An Enterprise Agreement made in accordance with:  
(a) the provisions of section 32-47 of the Industrial Relations Act 1996 and  
(b) the Principles for approving enterprise agreements as provided by section 33 (1) of the Act.

This Agreement shall apply to and be binding upon the:

- (i) Sutherland Shire Council
- (ii) Federated Municipal & Shire Council Employees Union of Australia New South Wales Division (MEU) - on behalf of the employees engaged at Council whether they are MEU members or not.
- (iii) Environmental Health and Building Surveyors' Association of NSW (EHABSA) - on behalf of the employees engaged in classifications covered by this Association whether they be EHABSA members or not.
- (iv) Local Government Engineers Association of NSW (LGEA) - on behalf of the employees engaged in classifications covered by this Association whether they be LGEA members or not.
- (v) Engineering Line Managers engaged at Council.

**1.4 SCOPE OF THIS AGREEMENT**

- (a) This Agreement is to be read in conjunction with the Local Government (State) Award 2001, or as varied.
- (b) Where this Agreement is inconsistent with this Award then this Agreement shall prevail.
- (c) This agreement replaces Enterprise Agreements EA 2291 of 2001 dated 27 April 2001 and EA 4851 of 1998 dated 18 September 1998 filed with the Industrial Registrar.
- (d) Salaried Staff covered by Council agreements are also covered by this agreement and the Local Government (State) Award where conditions in the Council Agreement are not specifically identified.
- (e) Staff employed under an individual contract of employment pursuant to Section 338 of the Local Government Act are not

covered by this agreement unless the contract specifically provides for it.

**1.5 DURESS**

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

**1.6. COMMENCEMENT, DURATION and CONTINUATION**

- (a) This Agreement shall operate from the date of approval by the Industrial Relations Commission to the 30 June 2004. The rates of pay referred to in this Agreement shall operate from each Award variation date unless specially provided otherwise to 30 June 2004.
- (b) This Agreement may be varied with the mutual consent of the parties during the nominated period of the agreement.
- (c) Negotiations for a continuation of a new core agreement will commence six months prior to the end of this agreement.

**1.7 COMMITMENT**

The unions undertake that for the life of this agreement, there shall be no further salary increase sought, or granted, except for those granted under the terms of this agreement. If the Award increases which occur during the life of this agreement are greater than the total increases contained here, then clause 3.1 applies.

This agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departure from the standards of the Industrial Relations Commission regarding hours of work, annual leave with pay and long service leave with pay.

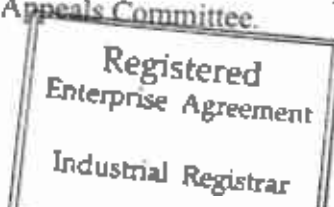
The parties to this agreement are committed to ensuring all processes and strategies undertaken and implemented in accordance with this agreement will be in accordance with the requirements of EEO and the OH&S Act and the Local Government Act.

Council agrees that should the Local Government (State) Award be amended to incorporate a better entitlement for employees with respect to redundancy, redeployment and salary maintenance, then the Unions reserve the right to request a variation to this agreement.

**1.8 INTERPRETATION AND REVIEW**

It is the intention that this Agreement is written in Plain English, clearly understood and readily implemented.

However if there is any disagreement on the interpretation and implementation of any of the clauses then the matter in dispute is to be referred to an Interpretation and Appeals Committee.



The Committee membership will be:

- Manager Personnel
- Director Corporate Services
- Director Engineering
- Manager Corporate Development
- Three MEU Delegates
- One EHABSA Delegate
- One LGEA Delegate

In the event that any of the above management representatives leaves Council's employment or is on extended leave a replacement nominated by the GM will be the substitute.

In the event that any of the above employee representatives leave Council's employ or are on leave, another delegate from the appropriate union will be the nominated alternative.

The quorum will be all members or their substitutes. Decisions will be made by consensus. If agreement cannot be reached the matter may be referred to the Industrial Commission.

## 1.9

### DEFINITIONS

"Quarterly period" means January - March; - April - June; July - September, October - December.

#### M.E.U

The term "M.E.U" refers to the Federated Municipal & Shire Council Employees Union of Australia NSW Division.

#### EHABSA

The term "EHABSA" refers to the Environmental Health and Building Surveyors' Association of NSW.

#### ENGINEERS

"Engineers" refers to the Local Government Engineers Association of NSW.

#### GM

The term "GM" refers to the position of General Manager of Sutherland Shire Council.

#### IMMEDIATE SUPERVISOR -

In the context of this Agreement, Immediate Supervisor shall mean, in respect to an employee, the person for the time having line responsibility.

#### LUNCH BREAK (Wages Staff) -

Means a 30 minute breakfast, lunch or dinner break (depending upon the shift worked)

#### MORNING TEA BREAK (Wages Staff) -

Means a 10 minute break taken as agreed between starting time and the lunch break.

**EMERGENCY CALLOUT -**

Means a call out to address either a matter of public safety or security of the facility that cannot be handled by the staff on duty.

**DESIGNATED DEPOT (Wages Staff) -**

Means a point where an employee is instructed to report to prior to commencing work.





## **PART 2 STRATEGIC INTENT**

The parties to this agreement recognise that Council must achieve real and sustained performance improvements if the Council is to continue to meet the needs of the community and to provide the facilities and services expected by the community.

This Enterprise Agreement has been negotiated to build on the positive effects of Council's reform program achieved to date, and to pursue continuous improvement to attain mutually beneficial outcomes for the Sutherland Shire Community, Staff and Council.

The agreement recognises the gains already made through workplace reform and organisational change and commits the parties to continue these processes in a cooperative and consultative way.

### **2.1 ENTERPRISE AGREEMENT STRATEGY AND FRAMEWORK**

Council's staff and Service Units have undergone significant change and reform for many years. This agreement recognises the staffs' contribution to increased performance, and also recognises that ongoing performance improvement and continuous improvement is imperative for Council's ongoing effectiveness and success as an organisation.

Two key objectives in Council's reform process are for Service Units to continually review their operations and

- *To maximise value for money in service provision through a rigorous process of performance measurement and service standard evaluation.*
- *To demonstrate services are being provided as competitively as possible.*

The direction Council wishes to take is to develop an enterprise framework that focuses on performance, results and partnership as the basis for flexibility in working conditions, and remuneration – the focus of industrial negotiations and enterprise bargaining has tended to be on conditions and the inputs into the production process. The emphasis needs to move to strengthening the link between staff incentives and rewards to agreed outputs and performance of the organisation, and Units within the organisation.

### **2.2 THE NEW ENTERPRISE FRAMEWORK**

Council is moving to more strongly focus on linkages between remuneration, performance and achievement of agreed outcomes. A guiding principle of the Enterprise Agreement is the recognition of team based performance and achievement. Individuals may perform at different levels, but teams deliver results. As such the sharing in rewards and recognition needs to be based on Teams/Units rather than individuals.

Registered  
Enterprise Agreement  
Industrial Registrar

2.3

### **FRAMEWORK**

A three-step enterprise agreement process was agreed to in Enterprise Agreement 2291 of 2001. The focus of the framework was to recognise achievement, to introduce corporate wide organisational performance criteria as a precursor to adjustments in remuneration, and to introduce localised (unit) based agreements focussing on performance as a further basis for remuneration adjustments.

**Future Remuneration Adjustments** – It is agreed that future organisational remuneration adjustments above those set by the Local Government State Award are to be based on achievement of corporate performance criteria. Such criteria has been developed between Management and Unions with agreement reached on achievable targets or, in some cases, the mechanism to reach agreement on achieving targets over the life of this Enterprise Agreement. (See Annexure 2).

Council and the Unions agree that all criterion should be measurable, achievable, and be meaningful relative to Council's overall performance and achievement of key Council priorities.

**Unit Based Remuneration Strategy** – The final stage of this new process revolves around individual Units developing agreements with their staff that enable remuneration adjustments to be delivered on the basis of performance criteria or performance management systems.

These agreements could take the form of overall Unit achievement of key performance criteria, individual based performance appraisal systems or a combination of both.

It is agreed that this stage will involve a review of current performance bonus systems to enable a source of funds to be identified and allocated to units for stage three agreements.

2.4

### **INDIVIDUAL RECOGNITION AND REWARD**

This Enterprise Agreement Strategy does not exclude recognition and rewards for individual performance and achievement. Managers have the option of recommending up-grades to salaries and wages of staff recognised for their consistently high performance and contribution to achievement of agreed outcomes. A comprehensive appraisal of the performance, justification and proposed salary/wages up-grade will need to be approved by the Consultative Committee and the Council Executive.

2.5

### **MANAGEMENT/UNION/EMPLOYEE PARTNERSHIP**

A key aspect of the successful implementation of the Enterprise Agreement is the ongoing partnership between management, employees and unions which embraces the concerns and interests of the community, Council and all employees.

Registered  
Enterprise Agreement  
Industrial Registrar

The Consultative Committee is the most appropriate vehicle to oversee achievement of results agreed to in the Enterprise Agreement and to recommend appropriate action in the case of results not being achieved.

Registered  
Enterprise Agreement  
Industrial Registrar

## PART 3 SALARIES AND RELATED MATTERS

### 3.1 RATES OF PAY

Rates of pay adjustments for the term of this Enterprise Agreement will be in accordance with movements in the Local Government State Award and apply from the date prescribed by the Award.

It is agreed that any additional adjustments will be based on meeting or exceeding the criteria determined for the organisation wide Key Performance Indicators of:

- Unscheduled Absence Rate
- At Fault Motor Vehicle Rate
- Attendance Rate at Personal Development Training Courses
- Attendance Rate at OH and S Training Courses
- O H and S Indicators
- Customer Survey Results



Such adjustment to be determined by Management and Unions dependent on the results of the KPI's.

#### *Wages Staff*

The pay rates specified in the Schedules will (unless otherwise identified) include all allowances and over Award payments with the rates.

#### Performance Based Pay System

It is agreed that Council's skills and performance based pay system established in 1989 and known as the "Evans Webb System" will continue under the terms of this Agreement for Salaried staff and Line Managers. It is accepted by the parties that a salary based on the evaluated worth (the 100% level) of each position exists.

The "evaluated worth" of a position is established by identifying various criteria required of each position such as the skills and knowledge required, the responsibilities and authorities, the performance measures, established through either a job description or comparison of similar positions.

### 3.2 ALLOWANCES AND SHIFT PAYMENTS

Allowances identified in this Enterprise Agreement and provided for under the Award or this agreement will be increased in line with the Award. An increase in "vehicle allowance" will apply as specified below.

Allowances not specified in the body of this agreement will be paid in accordance with Schedule 7.1.

#### Vehicle Allowance

When an employee is required by their supervisor to use their vehicle on Council business they shall be entitled to an allowance in accordance with "Car Allowance" Local Government (State) Award" (two and a half (2.5)

litres and over rate). This rate covers all costs attached to the use of your private vehicle, such as petrol, oil, insurance and registration.

Prior to using an employee's own vehicle every effort should be made to obtain the use of a Council vehicle. No vehicle allowance will be payable for the carrying of tools or equipment in an employee's vehicle (unless otherwise agreed by the Unit Manager) as Council will supply secure storage facilities.

#### ***Wages Staff***

Shift payment shall be paid in accordance with schedule 7.2.

No allowance unless specified in this agreement will be paid.

#### Apprentice Concession Pass

Apprentices not eligible for a concession pass will be reimbursed the cost of train and bus fares for travel to and from Technical College

#### ***Leisure Centre Staff***

The following allowances are included in the rate of pay:

- Drivers Licence
- First Aid Allowance
- Advanced Resuscitation Certificate Allowances
- Meal Allowance
- Shift Allowance



Any future upgraded qualifications required by Council for the industry will not attract any form of allowance, however, full training, course costs and exam fees will be paid by Council.

### **3.3**

#### **TRAVEL ALLOWANCE**

##### ***Wages Staff***

##### Paying Travel Allowance

All Wages staff employees currently having an entitlement to a travel allowance will have the amount currently paid included in their gross pay on a weekly basis.

No employee who is provided with a Council vehicle will be eligible for payment of any travel allowance.

It is further agreed that all employees will get to and from any specified work site in the Shire in their own time and at their own cost and be ready to commence work at normal starting time.

Those employees on the Construction and Maintenance staff who are required to travel to work in the remote locations of Bundeena/Maianbar, Kurnell and Sandy Point, will be provided with transport to and from a central location. Employees will need to get themselves to the central location at a time sufficient for the transport to get them to the job in time to start at normal starting time. No travelling allowance, overtime or vehicle allowance will be paid when travelling from a central location in these

circumstances. Employees will leave the work site at normal knock-off time (ie 3.37pm or 4pm) and will be transported back to the central point.

3.4

### **HIGHER GRADE PAY**

#### *Wages Staff*

An employee required to perform the normal duties of a higher grade than that in which they are regularly employed, shall in addition to their normal salary be paid the difference between their normal salary and that prescribed in this Agreement for the higher grade, provided that the employee is required to act in the higher grade for a period of at least 2 consecutive days. Periods of acting of less than 2 consecutive days shall not be taken into account.

#### *Salaried Staff*

It is agreed that employees required and agreeable to relieve in a position for which a higher salary range exists, will not claim higher grade pay when their period of relief is less than 5 consecutive complete working days. For this clause, public holidays shall be deemed to be a working day.

Where part time or job share employees are required to relieve, the minimum period of relief will be on a pro rata basis.

The employee will receive a rate of pay between 95% and 100% of the rate of pay of the person being relieved. The percentage of the median shall be determined by the Director. However, should the employee relieve in a position for less than 5 days and is required to attend Council, Committee or other meetings and/or undertake activities outside bandwidth working hours, the employee is entitled to claim overtime based on their own salary at the appropriate penalty rate for the hours worked.

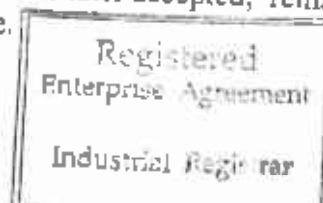
#### *Leisure Centre staff*

It is agreed that employees required to relieve in the position of Duty Manager will be paid Higher Grade Pay at any time as specified in the Job Description. Other positions requiring relief will be paid within the terms outlined for Salaried Staff.

3.5

### **WORKERS' COMPENSATION PAY**

- (i) The full pay referred to in this sub-clause shall be the total rate of pay in accordance with this agreement.
- (ii) Workers' Compensation claims will be handled expeditiously by Council as a self insurer. Payment for a workers compensation claim will be made as soon as the claim is accepted by Council following appropriate medical advice.
- (iii) Until a Workers' Compensation claim is accepted/not accepted, leave shall be deducted from the employee's sick leave entitlement. If a disputed claim is later accepted, reinstatement of all leave taken will be made.



- (iv) Any person injured shall be paid a sum equal to the difference between the amount of workers compensation payable and their full pay to which they would be entitled for the period of absence from duty. This will occur if the absence from duty of such employees arises from circumstances which give right to payment of compensation under the Workers' Compensation Act, 1987, as amended and the Workplace Injury Management and Workers Compensation Act 1998. Council shall pay up to a period of 6 months in respect of the same injury and thereafter payment to be made at the discretion of Council.
- (v) Annual leave can be claimed pending approval of a workers compensation claim if the employee has an insufficient balance of sick leave available.
- (vi) If an employee has been required to use their annual leave entitlement for this purpose and has insufficient annual leave to allow them to take leave during the Christmas or Easter shutdown period, then they will be given the first option to work during the shutdown periods.

### **3.6 DRIVERS/BOAT LICENCE**

Payment for licences has been incorporated in the employees' rate of pay. Payment for a "permit" is also incorporated in the rate of pay unless specifically required by Council and authorised by the Director.

### **3.7 PAYMENT OF EMPLOYEES**

It is agreed that a review of the payroll will take place to examine measures for streamlining the payroll process and this will occur with the full cooperation of all employees.

### **3.8 SUPERANNUATION**

The parties agree that payment of the Compulsory Superannuation Guarantee Levy will be only paid to the Local Government Superannuation Scheme – Accumulation Fund.

This does not apply to an employee who is a member of the Local Government Executive Superannuation Scheme, the State Superannuation Fund or the Local Government Superannuation Scheme – Retirement Fund, who have existing provisions.



## **PART 4 EMPLOYMENT CONDITIONS AND HOURS OF WORK**

### **4.1 LEAVE REQUIREMENTS**

- i) Employees who absent themselves from duty either due to sickness or other circumstances, shall advise Council prior to commencement of such absence, and if not, as soon as practicable, having regard to any extenuating circumstances, giving the reason and, where possible, the expected duration of the said absence.
- ii) An employee shall be deemed to have abandoned their employment if they are absent in excess of 5 consecutive working days without prior approval, or without notifying Council in accordance with sub-clause (i) of this clause, or due to sickness, accident or other extenuating circumstances satisfactory to Council. Council will endeavour to contact the employee by registered letter to their last address notified to Council, and failing a reply to such letter within 2 weeks the employee shall be deemed to have abandoned their employment
- iii) An employee who is repeatedly absent without prior approval or without notifying Council in accordance with subclause i) of this clause, or due to sickness, accident or other extenuating circumstances not satisfactory to Council, and after the disciplinary procedure has been followed, may be liable to have their employment terminated.

### **4.2 DRUG AND ALCOHOL POLICY**

All employees agree to abide by Council's Alcohol and other Drugs Policy which provides that no employee will present themselves for duty at commencement of work or after any break under the influence of alcohol or other drugs. The procedure in the Alcohol and other Drugs Policy will be followed if this occurs.

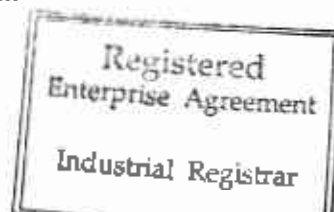
### **4.3 EMPLOYEE ASSISTANCE PROGRAM**

Council provides an employee assistance program to provide confidential counselling and ongoing support to employees with personal problems

### **4.4 GRATUITY PAYMENTS**

Providing an employee who is eligible for a gratuity payment gives notice by the 1st March in any year, the employee may request payment of any gratuity payment for which he or she may be eligible. If the employee does so and is granted payment of the gratuity by Council then the employee foregoes any right to further accumulation of gratuity payments. The gratuity will be paid to the employee based on years of completed service in the pay period following the employee's service anniversary.

The gratuity will be paid only once by Council, and will only include entitlements up until the date of settlement.





Any reimbursements of Superannuation entitlements made by the Superannuation Authority to Council because an employee has greater entitlements under the Superannuation legislation will be passed on to the employee. (See Council decision FIN 161/97 for details). If an employee does not claim "early payment" of the gratuity then it will be paid on resignation, retirement or resignation through ill health.

4.5

#### **WET WEATHER/SAFETY CLOTHING**

It is agreed that sufficient wet weather, safety clothing and safety equipment (including safety boots) as recommended by the OH&S Committee and approved by Council will be provided to all employees to enable them to carry out their particular job. Wet weather, safety clothing and safety equipment (including safety boots) will be replaced when worn out, provided the item of clothing, safety equipment (including safety boots) or wet weather gear is returned to the store and at the discretion of the Store Manager, the clothing is "worn out".

4.6

#### **CORPORATE UNIFORM**

##### *Line Managers*

It is agreed that Council will supply at no cost to the employee an appropriate uniform to be worn at all times when at work.

##### *Salaried Staff*

Council has identified specific positions within its organisation where the employee carrying out the duties will be required to wear a corporate uniform. If required to wear a corporate uniform, the employee will be provided with the uniform at no cost. Council will allow any employee to wear the corporate uniform on the basis that the employee is reimbursed half their costs of the uniform in accordance with the Corporate Uniform Policy.

##### *Leisure Centre Staff*

All employees will be provided with sufficient appropriate clothing which must be worn at all times whilst on duty. If an employee fails to wear the uniform provided whilst on duty they will not be allowed to work and will not be paid. Employees working outside will be required to wear long sleeve shirts, hats, sunglasses and protective sunscreen (SPF 30 plus) at all times. Clothing will be to the appropriate Australian Standard for UV protection.

4.7

#### **STAFF APPRAISAL**

##### *Wages staff*

A staff appraisal system has been implemented for some sections of the Wages staff. An appraisal system will be developed and implemented for the remaining sections within the life of this Agreement.

An appraisal system currently exists for all other staff.



4.8

### **ADDITIONAL TRAINING - OUTSIDE NORMAL WORKING HOURS**

It is agreed that Council will provide training for all employees who currently are not able to attend training programs during working hours. As there are employees who do not have the opportunity to undertake training, Council will run courses in the evenings after working hours or on Saturday mornings where those employees who wish to undertake the training would do so in their own time.

This would allow employees to gain skills which they are not currently able to do because the specific job stream that they are working does not allow them to leave their job for training during normal working hours (eg computer based training). The intent of this would be that Council would provide the training at no cost and the employee would provide the time. This would then allow employees to apply for positions with greater skills in the future.

This clause does not apply where Council requires the employee to undertake the training.

4.9

### **REDUNDANCY**

Where a council has made a decision to introduce major changes that are likely to have significant effects on employees, the council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.

"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.

In the event that Council finds it necessary, following consultation with the Union to reduce its workforce through retrenchment/redundancy of employees the following conditions will apply:

1. **Employees who commenced prior to 1st April 1977**
  - a) A severance payment of four (4) weeks' pay will be made  
PLUS
  - b) A service related payment of three (3) weeks per completed year of service will be made  
PLUS
  - c) A gratuity payment will be paid in accordance with Council's Policy.



2. **Employees who commenced after 1st April 1977**

- a) A severance payment of four (4) weeks' pay will be made PLUS
- b) A service payment of four (4) weeks' pay per year of service will be made with a cap of 52 weeks payment. For those employees who were employed prior to 1st December 1997 and who are disadvantaged by the cap of 52 weeks payment as they have a greater entitlement than 52 weeks based on years of service will be provided with a service related payment of 3 weeks per year unlimited.

3. **All employees**

- a) It is agreed that the Retrenchment Flow Chart process will be applied to all positions that are identified as being redundant.
- b) For each employee made redundant, a payment of \$400.00 per completed year of service will be made. Employees with six months or greater service will be eligible for pro-rata entitlements based on completed months of service. ie if an employee has eight months service, he/she will be entitled to 8/12 of \$400.00.
- c) The year of service payment will be pro-rated on a monthly basis based on the employee's commencement date.
- d) The calculation of service years will be made from the employee's commencement date with Sutherland Shire Council to the date on which the employee exits the organisation.
- e) An "outplacement service" to a value of \$3,000.00 will be provided in accordance with Council's Policy to those employees who are made redundant.  
  
This service can include:
  - i. Counselling
  - ii. Resume preparation
  - iii. Travelling expenses for interviews
  - iv. Interview expenses and fees
  - v. Training and re-training
- f) It is agreed that the 4 week notice period can be worked by the employee at the discretion of Council. During the 4 week notice period time off to attend interviews will be provided.
- g) Payments of all annual leave entitlements (including pro-rata)
- h) Payment of pro-rata long service leave in accordance with this Agreement.
- i) Payment of untaken sick leave in accordance with this Agreement.



- j) Superannuation - entitlements to be based on a "retrenchment" notification being forwarded to the appropriate Superannuation Board.
- k) Employees to be retrenched will be given as much notice as possible of impending redundancy, but will be given a **minimum** of four weeks notice.
- l) Payments shall only be made to an employee whose position is declared redundant by Council, and provided such employees terminate their services on the date nominated by Council.
- m) If Council agrees to any redundancies, applications for Expressions of Interest can be made. However, agreement between the Unions and Council will occur on who will be offered the redundancy package as per Council's agreed Redundancy Policy.  
This agreement will be based on factors as agreed in the flow Process Chart document.
- n) Once an employee indicates willingness for "voluntary" redundancy and agreement is reached between representatives of the relevant union and Council that they can be made redundant, then that employee must accept redundancy.
- o) The rate of pay to be applicable for redundancy/retrenchment payment is to be the salary the employee is receiving at date of exit plus the average bonus payment for the previous three years.

#### 4.10

#### **REDEPLOYMENT - ORGANISATION CHANGE**

The parties recognise that the organisation will undergo continuous improvement and change in order that Council can meet its "Purpose", "Direction", "Role" and "Commitment" under the Management Plan and provide for the community a wide range of efficient and effective services at standards that can be regarded as best practice.

In pursuing this direction Council;

- desires to provide employment security for its staff
- will consult and involve staff in organisation change
- will provide time and training as part of any redeployment
- in the event of transfer to another position Council will provide salary maintenance.
- in the event that a position is abolished or altered Council will use its best endeavours to locate the occupant to another position of similar salary and status to that existing prior to the change.



#### **Consultation**

Where the Council or management has made a definite decision to introduce change and as a result positions are created, altered or abolished, consultation will take place with the employees affected and the appropriate Unions.

### Change Impact Statement

Prior to implementation of any change and in conjunction with the preparation of job descriptions, management shall prepare a Change Impact Statement.

The Change Impact Statement shall state what measures have been undertaken by the Council to avert or mitigate the adverse changes on employees. The Council undertakes to use its best endeavours to organise change in a manner so that the minimum number of positions reasonably possible are abolished or downgraded in salary as a result of the changes.

The Change Impact Statement will include, but not be limited to:

- the objectives and desired result of the change
- positions created, abolished and altered
- role, responsibilities, accountabilities and duties of the various positions
- an organisation chart relative to that part of the organisation showing reporting relationships
- salary range
- such other information that may assist customers and staff to understand the change proposed.

The Change Impact Statement shall be made available to all staff affected and relevant Unions and Management will consider comments on the statement after a consultation period of at least 14 days. The Change Impact Statement will be tabled at the next available Consultative Committee.

### Appointments

The Council agrees that Section 348 and 349 of the Local Government Act 1993 shall not apply to lateral transfers and demotions.

### Salary Maintenance

If as a result of change and in accordance with the Change Impact Statement the employee's salary in the new position (ie. the position to which the employee has been redeployed to) is less than the rate of pay applicable to the former position, the employee shall continue to be paid at the rate of pay of the former position. This rate of pay shall be maintained until such time as Enterprise Agreement increases (or other increases, as applicable) are applied to the new positions median salary rate, thus reducing the pay rate differential between both positions. After the difference has been negated subsequent Enterprise Agreement (or other increases, as applicable) increases will be applied to the old ("frozen") rate of pay.

Council undertakes that it will use its best endeavours to redeploy persons displaced as a result of change and it will provide time and training necessary to assist the employee to adapt to the employee's new role.

If after a period of up to 6 months it becomes apparent to both parties that the employee cannot adjust to the new duties or is unsuitable to the new role

the General Manager shall notify the employee and Union that he/she is redundant and the provisions of the Redundancy Policy shall apply.

#### **4.11 CASUAL EMPLOYMENT**

##### *All Staff*

It is agreed that all casual employees will be paid for hours worked (Monday to Sunday - including public holidays) in accordance with the casual wage rate in schedule 7.11 for the appropriate band and level, inclusive the applicable loading under the Local Government State Award.

Council agrees that these employees will not replace a permanent employee on a full time basis. In the event that a permanent employee leaves Council's employ (through retirement, resignation or termination), Council will replace that employee as a permanent employee with such flexibility as suits the organisations needs.

##### *Wages Staff*

To allow Council to provide for unexpected absences in construction and maintenance and improve productivity, a pool of labourers not to exceed 10% of the permanent work force will be established who will be "on call" and will work as and when required at casual rates of pay. Casual employees will not be used to work on weekends unless insufficient permanent staff are not willing to work.

It is agreed that no casual employed in the wages division can work more than the equivalent of 3 days in any one week.

##### *Leisure Centre Staff*

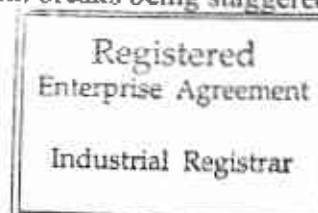
Casual employees can work up to a maximum of 152 hours within a 4 week period in a rotating roster cycle.

#### **4.12 REQUIREMENT FOR A TEN HOUR BREAK**

It is agreed that when the provision of payment under the Award for a "no ten hour break" is used on more than one occasion each 3 months, the employee and the manager will develop a specific set of working conditions with sufficient flexibility of working hours to reduce the need for this payment to be made.

#### **4.13 COVERAGE OF TELEPHONES/COUNTERS/OFFICE AND PUBLIC AREAS, STORES OPERATIONS**

Breaks will be "staggered" so that all telephones, counters and public areas will have an employee present to answer any inquiry or take messages as appropriate. In those areas where continuity of work can occur over morning tea or lunch breaks this will occur with breaks being staggered.



**4.14 RECORDING SYSTEM FOR ABSENCES*****Wages Staff***

A Free Call answering machine to allow employees to ring a designated telephone number to advise of absences/lateness is in place. Employees agree that where practical they will ring and indicate the expected period of absence prior to normal commencing time.

***Leisure Centre Staff***

If an employee is absent, it is agreed that they will, where practicable, ring and speak to their direct Supervisor personally. Notification of absence must be made two hours prior to starting for am shifts and 4 hours prior to starting for pm shifts.

**4.15 HOURS OF WORK*****Salaried Staff***

Most salaried staff agree to work a flexitime system with 140 hours each 4 week period (with a 35 hour week) as outlined in Council's Hours of Work - 19 Day Month Policy.

***Wages Staff***

Employees agree to work 152 hours each 4 weeks as necessary for Council's operations.

Hours of work will be over a 9 day fortnight period and will be worked as agreed by management, the MEU and Consultative Committee for each individual or work team. Unless specific agreed arrangements are made in accordance with the above, the hours of work will be:

6.50am to 3.37pm

A 3.37pm knock off time acknowledges compensation of 10 minutes for loss of the 10 minute paid morning tea break. (The timesheet will be completed by the employee to indicate that finishing time was 3.37pm daily.) The timesheet will also specify the hours worked for the day that will include the morning tea break period.

Where staff agree to change their normal start and finish times, a 20% loading shall apply where the finish time is between 8:00pm and 12:00 midnight. Where the finish time is after 12:00 midnight, a 30% loading shall apply.

The loading is to apply to total hours worked on the shift. A maximum of four (4) hours must be worked outside of the normal start and finish times for this provision to apply. Overtime or Time in Lieu is to apply to all other hours worked. An employee shall have at least ten (10) consecutive hours off duty between time of finish and resumption of duty. An employee who has not had ten (10) consecutive hours from duty shall be paid in accordance with Clause 16 'Overtime' of the Local Government State Award. No shift allowance shall be paid when payment is made under this Clause.

#### Survey Assistants and Soil Technicians

For Survey Assistants and Soil Technicians the spread of hours will be 7.00am to 7.00pm with the manager specifying the hours to be worked each day whilst maintaining a 152hour/4 week settlement period. All hours worked within the bandwidth will be paid at normal rates.

#### Building Services Staff

Building Services hours of work will be 7.03am to 4.00pm with a 10 minute paid morning tea break taken.

#### Camellia Garden Staff

Staff working in the Camellia Gardens agree in principle to working a different spread of hours including a seven day roster. This is subject to sufficient staff being available and pay rates being determined in accordance with the agreed weekend work rolled up salary calculation.

#### Parks Operations Staff

During the peak season for the workload in Park's Operations, additional work hours may be required, including the working of rostered days to be taken as time in lieu at some time outside the peak growing period. Where additional hours of working rostered days are required with less than 24 hours notice, overtime will be paid.

#### ***Line Managers***

It is agreed that Line Managers will work hours as agreed between their Manager and themselves within the bandwidth of 6.00am to 7.00pm Monday to Friday. No additional payment will be made for hours worked within this bandwidth when rosters or other working hours arrangements are negotiated with the staff and their Manager to accommodate Council's business needs. If any hours of work are required beyond the 6.00am to 7.00pm spread, then additional compensation can be negotiated with the commitment that employees will be prepared to negotiate.

#### ***Leisure Centre Staff***

As Sutherland Leisure Centre is operational at least from 4.30 am to 9.42 pm, Engadine Leisure Centre is operational at least from 4.30 am to 8.45 pm and Caringbah Leisure Centre is operational at least from 4.45 am to 9.15 pm, it will be necessary for employees to work 152 hours each four weeks in a rotating roster cycle over a 7 day spread between the hours of 4.00am and 10.30pm. A roster will be developed on a monthly basis with one months notice given.

#### Statement of Commitment

It is agreed that discussions will begin within twelve months of the commencement of this Enterprise Agreement in relation to uniformity of hours worked across the organisation.

#### Weekend work salary formula

Employees who work an agreed spread of hours and days that include regular weekend work, it is agreed that consideration be given to the nature of work and the hours of work when calculating a 'rolled up' salary. This



rolled up salary to be calculated as 70% of the penalty rates they would ordinarily have been paid. This annualised amount to be paid on leave taken, termination payments and advised to the Local Government Superannuation Scheme.

Registered  
Enterprise Agreement  
Industrial Registrar

#### Meal Break

##### ***Wages Staff***

Employees will take a lunch break (30minutes) to suit the needs of the job but no longer than 5 hours after commencement time. That is, breaks will generally be taken at an allocated time each day unless specific circumstances occur (such as a concrete pour) which require an early or delayed break. No penalties or overtime will be paid. No additional wash up time will be provided other than for Mechanical Services staff. Lunch breaks will be staggered in each workplace in accordance with the requirements of this Agreement.

Building Services staff are required to have lunch on the job (that is, they are not to return to the depot) and no shed will be provided for up to one weeks work as most work locations have amenities (ie toilets, wash basins, change facilities) and shelter from adverse weather. If, however, no alternative toilet facilities are reasonably available then the Code of Practice for Amenities for Construction Work (Work Cover Authority of NSW) will be used to determine what shall be provided.

#### Morning Tea Break

##### ***Wages Staff***

One only meal break (ie lunch break) is to be taken. No morning tea break to be taken except Building Services Staff.

Building Services Staff are entitled to a 10 minute tea break to be taken at the job site as they have foregone a 2% pay increase as at the 28<sup>th</sup> October 1996.

#### ***Line Managers***

It is agreed the Line Managers will have no entitlement to a morning tea break where they stop work. It is agreed that a Line Manager can take refreshment whilst continuing to work, but with no formal fixed break.

#### Lunch/Morning Tea Break

##### ***Salaried Staff***

Employees will take a lunch break to suit the needs of the job. That is, the break will generally be taken at an allocated time each day unless specific circumstances occur which require an early or delayed break. Morning tea breaks will be taken at the employee's work area or actual job site where work is being performed and work will continue.

A one hour break will be taken other than in those circumstances where a Manager, with prior approval, has permitted a half hour break.

The lunch break can be varied to suit the operations of the department or within the division. The lunch break can be taken anywhere between 3 hours

and 5 hours from commencement. The decision on the taking of the lunch break will be agreed between the employee and the Manager.

***Leisure Centre Staff***

All employees (including casuals) must take an unpaid meal break of 30 minutes if they work greater than 6 hours in any one work day.

All employees (including casuals) will be provided with a 10 minute paid break within the first 5 hours of work.

Rostering will be flexible to adequately provide for qualified staff to be on duty during meal breaks.

**4.16 PART TIME/JOB SHARE**

***Salaried Staff***

It is agreed that Part-time/job share positions will be established where the Manager of the Department believes it is feasible, is in Council's and the Community's interest to do so and the General Manager agrees.

Other conditions that will apply will include

- a) Employees may work over the number of hours contracted within the normal bandwidth for their position, in any one week. They will be paid at ordinary rates of pay plus the Award applicable casual loading, for these additional hours up to 35 hours (or the employee may request time in lieu accrual in lieu of this);
- b) Public Holidays are to be paid in accordance with the employees rostered work cycle ie: Public Holidays to be paid for the day you are rostered to work as set out in the Local Government (State) Award .
- c) All leave entitlements will be on a pro-rata basis.

**4.17 RESIGNATION OF EMPLOYMENT**

***All Staff***

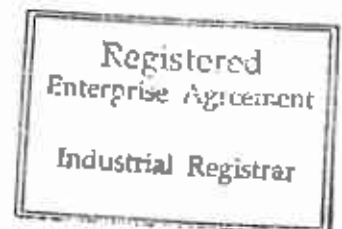
It is agreed that all employees who wish to resign or retire from Council's employment will provide Council with working notice as specified in this Agreement. If insufficient notice is provided Council shall be entitled to deduct pay equivalent to the required unworked notice from any exit entitlements payable.

***Salaried Staff and Line Managers***

It is agreed that every employee who wishes to resign or retire from Council's employment will give 2 weeks working notice.

***Wages Staff***

It is agreed that every employee who wishes to resign or retire from Council's employment will give 1 week working notice. For the purpose of this Agreement an employee's rostered day off is considered to be part of their week's working notice.



***Staff in Receipt of Weekend Penalty Payments***

Where an employee has received payment for weekend employment and has received this payment for an aggregate of 18 months in the previous 24 months, then the penalty payment will be included for exit payment purposes.

**4.18 TERMINATION OF EMPLOYMENT**

The council shall give to an employee a period of notice of termination in accordance with the Local Government (State) Award.

**4.19 SKILL BASED PAY**

***All Staff***

Skill levels will be developed for all job streams. Employees will be given appropriate training to allow them to advance from one skill level to the next. Promotion from one skill level to the next will be based on competency and where appropriate a vacancy being available.

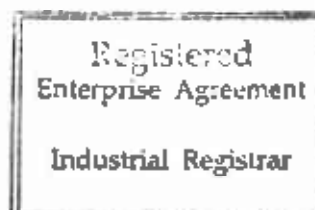
Employees agree to undertake appropriate skill competency tests, to be provided by internal and external bodies as agreed by the parties. Payment will be made for skills used, not necessarily for skills acquired.

**4.20 TRUCK AND PLANT OPERATION**

***Wages Staff***

Civil Works Truck Drivers and plant operators shall not leave the job any earlier than is necessary to arrive back at the depot at 3.37pm. Typically this would mean, except for remote locations such as Sandy Point, Bundeena and Kurnell no trucks and plant should leave the work site earlier than 3.20pm or later if in very close proximity to the depot. For the drivers in the Parks Section and the drivers in Civil Works who pick up and drop off maintenance crews at other than Ethell Road or Bath Road Depots a further 15 minutes per day will be paid. This will be at overtime rates to allow the drivers to drop the other staff back to their depot no earlier than 3.37pm and then for them to drive back to either depot.

Building Services drivers must not leave the job any earlier than 3.45pm to arrive back at the depot at 4.00pm. Except for remote locations such as Sandy Point, Bundeena and Kurnell no trucks and plant should leave the work site earlier than 3.27pm or later if in very close proximity to the depot.



## **PART 5 CONSULTATION AND DISPUTE RESOLUTION**

### **5.1 DISCIPLINARY PROCEDURE FOR NOT WEARING SAFETY EQUIPMENT**

Adequate supplies of all safety gear will be maintained and issued by Council in accordance with the replacement policy. A specific disciplinary procedure for not wearing or using safety equipment will apply. The disciplinary procedure will be as follows -

- (a) If an employee fails to wear or use safety equipment as required by Council they will be given a verbal warning by their Supervisor or Department Manager. A written record will be kept of this warning in the Supervisors own notes.
- (b) If they again fail to wear or use safety equipment on a second occasion they will be given a second verbal warning by their Supervisor or Department Manager. Notification will then be made to the appropriate Safety Committee to allow the committee to arrange appropriate training of the employee if necessary.
- (c) If the employee again fails to wear or use appropriate safety equipment then they will be warned in writing by the Director.
- (d) If the employee again fails to wear or use appropriate safety equipment then they will be suspended with a loss of one day's pay.
- (e) If the employee again fails to wear or use appropriate safety equipment within 6 months of the 1 day suspension, they will be suspended for 3 days without pay.
- (f) If the employee again fails to wear or use safety equipment within 6 months of the second suspension, then termination of the employee will occur in accordance with the Award.

If the matter is serious, the Occupational Health and Safety Committee or Management can override these steps and commence immediate action.

### **5.2 DISCIPLINARY PROCEDURE**

Where an employee's work performance or conduct is considered unsatisfactory by the employee's supervisor, Manager or Director the Council's Counselling and Disciplinary procedure attached as annexure 1 will be followed.

### **5.3 GRIEVANCE AND DISPUTE PROCEDURES**

#### **(i) Objectives**

The Council and the Unions agree to observe the following procedures based on the provision of information and explanation, consultation, cooperation and negotiation, in order to resolve industrial disputes with a minimum of disruption to the effective operation of the Council's business.



**(ii) Undertakings**

- (a) On the part of management an undertaking to meet quarterly with Union representatives to discuss such matters as organisational and technological change, organisation direction and financial position and any other relevant matters pertaining to Council's operation.
- (b) On the part of the Unions, an undertaking to inform appropriate Council Management of emerging issues which may lead to discontent or disputation.
- (c) On the part of the Unions, an undertaking to not engage in industrial action until such time as the procedures in the clause have been complied with.
- (d) If the matter is of a national or state nature then council must be advised of the matter and the actions which the particular Union intends to take at least 7 days prior to any action occurring unless the members of the Union are given less notice of it.

**(iii) Dispute Settlement Process - Individual Grievances (or small group grievances).**

- (a) Until the matter is determined, normal duty arrangements shall continue. No party shall be prejudiced as to the final settlement by the continuance of work as a result of this process.
- (b) Individuals who have a grievance shall follow the steps contained in this clause. The process provides for 4 separate stages, any one of which may be potentially relied on to resolve the dispute. In all other cases the matter shall be dealt with in accordance with sub-clause (iv).

Preamble - as a general principle, the parties agree that the preferred method of resolving individual disputes is for the issue to be discussed between the employee and their immediate supervisor.

An employee may elect to be accompanied by a union representative or other council employee at any discussions held under these provisions.

**Step 1**

An employee who considers themselves adversely affected within the scope of this agreement, or a decision of the council, the General Manager, a Director or Manager, or an action which they wish to dispute shall attempt to resolve the issues by means of discussion with their immediate supervisor.

**Step 2**

- (a) If the matter is not resolved in Step 1, then an employee who considers themselves adversely affected within the scope of this agreement, or a decision of the council, the General Manager, Director or Manager, or an action which they wish to dispute shall inform their Department Manager. The Manager may request that the matter be put in writing either by the employee or the union. Generally it is expected that an employee will have utilised Step 1 before proceeding to Step 2.
- (b) An employee's Manager shall investigate the complaint and within 7 days shall notify the employee and their Director that further discussions are required or shall notify the employee in writing of their decision and the reasons for such decisions.



### Step 3

- (a) Where an employee is dissatisfied with the Manager's decision they may within 7 days of receiving the decision make a written submission to their Director. The employee may request the support of the union to assist them to make their written submission.
- (b) The Director shall advise the employee, in writing, of their decisions made and the reasons for such decisions within seven days of receipt of the submission from the employee.

### Step 4

- (a) Where an employee is dissatisfied with the Director's decision they may within 7 days of receiving the decision, make a written request to the Consultative Committee and/or General Manager to review the decision.
- (b) The Consultative Committee or the General Manager shall advise the employee in writing of his decision within 7 days after receiving the request for the review or within 7 days after the completion of any meeting or investigation that the Consultative Committee or the General Manager may have considered was necessary. Any review or investigation shall be made as expeditiously as practicable.

### Step 5

If the matter is still unresolved it may be referred by either party to the Industrial Relations Commission of NSW.

#### **(iv) Dispute settlement procedures - general matters**

Where the GM is aware of any issue that has, or has the potential of having implications for a number of employees of Council the GM shall arrange to discuss the matter with the union(s).

## **5.4**

### **COUNCIL AGREEMENTS FOR INDIVIDUAL POSITIONS**

It was agreed that both Local Area Workplace Agreements for workgroups and Council Agreements for individuals can be prepared by Council.

In addition, it is agreed that Council Agreements under the Local Government (State) Award can be negotiated with individual employees and their Unions in accordance with the Award provisions. It is agreed that a commencement date and a completion date will apply and that wording which describes the process that will apply at the conclusion of the Council Agreement will be incorporated

The following process will apply:

#### **Process for reaching agreement between Sutherland Shire Council and relevant Unions.**

##### **Preamble**

- It is agreed that from time to time it may be necessary to negotiate agreements other than the recognised parent agreements.



- Any proposal by Council to enter into an agreement must be genuine with no compulsion to agree.
- It is also understood that there will be no attempt to undermine wages and conditions as a result of any negotiations.

### **Process**

- When a decision is made to seek agreement in any area of Council, Council will in the first instance contact the appropriate union and the person/persons the agreement will affect.
- No negotiations shall take place without the attendance of at least one delegate or a relevant union .
- Council will provide all the necessary resources requested during the process.
- It is agreed that after the above process agreements will be forwarded to the Union Head Office for perusal, comment and signature.
- Should concerns arise at any stage of the process the parties agree that assistance may be sought from the appropriate Union or Association and the procedure for resolution of disagreement in this Core Enterprise Agreement will apply
- Any Council Agreement will not provide a rate of pay less than the entry level (for the appropriate Band/Level) of the Award.



## **PART 6 LEAVE AND HOLIDAY ENTITLEMENTS**

### **6.1 ANNUAL LEAVE**

Annual leave of 20 days per annum will be granted in accordance with the Award.

Parks Operations staff will be restricted in the taking of Annual Leave during the months of November to March inclusive. If deemed necessary leave will be rostered.

### **6.2 ANNUAL LEAVE LOADING**

#### ***Salaried Staff/Line Managers***

It is agreed that Annual Leave Loading will be available as 3.5 days Personal Leave.

If an employee wishes to take annual leave loading as a payment they may do so provided they give notice to the Pay Office Supervisor by the 1st February in any year.

#### ***Wages Staff***

It is agreed that wages staff employees will be paid a loading of 17.5% on their base salary when periods of annual leave are taken. Annual leave loading based on the amount of annual leave accrued and untaken will be paid to an employee on leaving the Council for any reason other than termination of employment.

### **6.3 ANNUAL LEAVE GREATER THAN 8 WEEKS**

The maximum entitlement for both normal and pro-rata annual leave will be 8 weeks. When an employee has accumulated greater than 8 weeks, then they will be required to take any period of annual leave which has accrued within 1 month of it falling due. This will include pro-rata entitlements.

### **6.4 PAYMENT OF CONCURRENT LEAVE**

The taking of Annual Leave and the payment of Long Service Leave or vice versa at the same time is not legal and cannot occur. However, if employees wish to take payment for other forms of accrued leave when taking a period of either annual leave or long service leave, that is, Days In Lieu, Personal Leave or Time In Lieu, then this will be permitted.

### **6.5 SICK LEAVE/CARERS LEAVE**

#### ***All Staff***

All staff unless covered elsewhere in this Agreement are entitled to the equivalent of 15 days sick leave/carers leave per service year at their appropriate base ordinary hours.

The leave service year for the purpose of this clause shall be the 1<sup>st</sup> October to 30<sup>th</sup> September.



A Medical Certificate (proof of illness) is not required for absence due to illness or carers leave for a total of six (6) days per annum except where the absence is greater than two (2) days.

Where an employee is absent for greater than 2 days, a Medical Certificate (proof of illness) must be produced to cover ongoing absence.

For all other periods of absence due to illness or carers leave, a Medical Certificate (proof of illness) is required.

"Carer's leave" is for the purpose of caring for a sick member of the employee's immediate family. When employees are required to provide a medical certificate for Carers Leave it must indicate that their absence was required to care and support a family member who is ill.

"Family" is defined in the Local Government (State) Award. Untaken sick/carers leave is cumulative from year to year.

"Proof of illness" means a medical certificate from a registered medical/health practitioner registered with the appropriate government authority. Certificates will be accepted from Medical Practitioners (doctors), Chiropractors, Physiotherapists and Dentists.

#### ***Wages Staff***

If, when required, a Medical Certificate is not produced, the period of absence will automatically be deducted from sick leave and be known as an Unauthorised Absence.

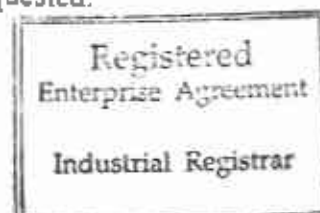
Periods of Unauthorised Absence greater than one day or two separate occasions shall result in no productivity bonus being paid to the employee in the sick leave year. Employees may also be subject to disciplinary action for unauthorised absences.

Any absence for personal illness or carers leave that is not covered by a current sick leave entitlement will be automatically deducted from annual leave and long service leave entitlements (in that order).

#### ***Salaried Staff and Line Managers***

##### **Cashing out of untaken sick leave for entitlement prior to 15th February 1993.**

Employees may elect to receive a payment for untaken sick leave during the course of employment at a rate of a maximum of 10 weeks in any one year provided they give notice by 31st March in any year. The payment will be made based on completed years of service. Such payment will reduce the amount due and payable to the employee. Any accumulated period of ten weeks or less may be "cashed out" in full. Payment to be made on the 4th pay day after 30th June in the year requested.



***Wages Staff***

**Extended Sick Leave**

Under special circumstances when sick leave entitlements are exhausted, Council at its discretion may grant additional sick leave judging each case on merit, taking into account length of service, work performance, past attendance record etc. Granting of additional sick leave is subject to the approval of the GM.

**ii) Wages Staff who commenced with Council prior to 1st January 1991 the following conditions apply**

**(a) Sick leave entitlements per year**

1-12 months service - 38 hours (ie 1 week of 4 1/2 normal working days)  
12 months service & over - 152 hours per year (ie 4 weeks of 2 nine day periods)

**(b) Payment of untaken sick leave up until 14th February 1993**

Subject to sick leave remaining untaken, payment of untaken sick leave will apply for retirement, retirement as a result of ill health, death or resignation.

Payment of untaken sick leave shall not be made where an employee's services are terminated as a result of misconduct.

Payment of untaken sick leave until 14th February 1993 shall be as follows -

0-3 years service - nil.

3-10 years service - 1 week per year of service.

10 years service & over - 2 weeks per year of service.

**(c) Cashing out of untaken sick leave for entitlement prior to 15th February 1993**

Employees may elect to receive a payment for untaken sick leave applicable under Clause ii (b) during the course of employment at a rate of 20% of the accumulated value in any one year provided they give notice by 1st March each year. The payment will be made based on completed years of service in the pay period following the employee's service anniversary. Such payment will reduce the amount due and payable to the employee. Any accumulated period of six weeks or less may be "cashed out" in full.

**(d) Payment of good attendance payment from 15th February 1993 - On retirement, retirement as a result of ill health, death or resignation, employees will be entitled to an amount for good attendance bonus, based on the amount of unused sick leave they would have been entitled to -**

for 3-10 years service since commencement of service with council - 1 week of good attendance bonus for each completed year of service since 15th February 1993.

for 10 years service and over since commencement of service with council - 2 weeks of good attendance bonus for each year of service since 15th February 1993.

- (e) Cashing out of good attendance payment for entitlements post 15th February 1993 - Employees may elect to receive a payment of their "good attendance payment" prior to retirement. This covers retirement as a result of ill health, death or resignation, applicable under Clause (iii) (d) during the course of employment at a rate of 20% of the accumulated value in any one year, provided they give notice by 1st March each year. Such payment shall reduce the amount due and payable to the employee. Any accumulated period of 6 weeks or less may be cashed out in full.

f) Productivity Bonus

On the pay day following the end of the sick leave year (ie 1<sup>st</sup> October – 30<sup>th</sup> September), employees will be entitled to an amount for productivity based on 50% of the amount of unused sick leave for the current year they would have been entitled to under the sick leave entitlements, but excluding any amount which may be available under Sections (ii)(b) and (ii)(d).

Unused sick leave is deemed to be the amount of sick leave remaining after effecting Clause ii(b) and ii(d) and sick leave paid as a result of illness or injury.

If greater than 8 days of sick leave in total (including part days) are taken in any one sick leave year no bonus will be payable.

If an employee is absent from work and is not granted any other form of approved leave, such absence shall be paid as sick leave and treated as an UNAUTHORISED ABSENCE.

Periods of UNAUTHORISED ABSENCE greater than one day or two separate occasions shall result in no productivity bonus being paid to the employee in the sick leave year. Employees may also be subject to disciplinary action for unauthorised absences.

Accumulation of sick leave shall not be affected by this Clause.

(iii) Wages Staff employed between 1.1.91 and 26.12.93

(a) Sick leave entitlement per year -

1-12 months service - 38 hours (ie 1 week of 4 1/2 normal working days)

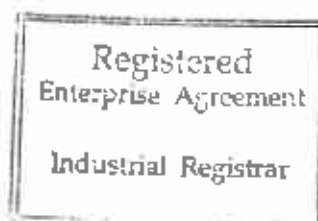
12 months service and over - 152 hrs per year (ie 4 weeks of 2 nine day periods)

(b) Payment of untaken sick leave up until 14th February 1993

No payment is applicable.

(c) Cashing out of untaken sick leave up until 14 February 1993

This option is not applicable.



(d) Productivity Bonus

On the pay day following the end of the sick leave year (ie 1<sup>st</sup> October – 30<sup>th</sup> September), employees will be entitled to an amount for productivity based on 50% of the amount of unused sick leave for the current year they would have been entitled to under the sick leave entitlements but excluding any amount which may be available under Section (ii)(b) and (ii)(d).

Unused sick leave is deemed to be the amount of sick leave remaining after effecting clause ii(b) and ii(d) and sick leave paid as a result of illness or injury.

If greater than 8 days of sick leave in total (including part days) are taken in any one sick leave year no bonus will be payable.

If an employee is absent from work and is not granted any other form of approved leave, such absence shall be paid as sick leave and treated as an UNAUTHORISED ABSENCE.

Periods of UNAUTHORISED ABSENCE greater than one day or two separate occasions shall result in no productivity bonus being paid to the employee in the sick leave year. Employees may also be subject to disciplinary action for unauthorised absences.

Accumulation of sick leave shall not be affected by this Clause.

**(iv) Wages Staff employed from the 27th December 1993**

(a) Sick leave entitlement per year

114 hrs per year (ie 3 weeks of 1 nine day period + one 4 1/2 normal working day period)

(b) Payment of untaken sick leave up until 14th February 1993 - no payment of untaken sick leave is applicable.

(c) Cashing out of untaken sick leave up until 14th February 1993 - this option is not applicable.

(d) Productivity bonus

On the pay day following the end of the sick leave year (ie 1<sup>st</sup> October – 30<sup>th</sup> September) employees will be entitled to an amount for productivity based on 50% of the amount of unused sick leave for the current year they would have been entitled to under the sick leave entitlements but excluding any amount which may be available under Section (ii)(b) and (ii)(d).

Unused sick leave is deemed to be the amount of sick leave remaining after effecting Clause (ii)(b) and (ii)(d) and sick leave paid as a result of illness or injury.



If greater than 8 days of sick leave in total (including part days) are taken in any one sick leave year no bonus will be payable.

If an employee is absent from work and is not granted any other form of approved leave, such absence shall be paid as sick leave and treated as an UNAUTHORISED ABSENCE.

Periods of UNAUTHORISED ABSENCE greater than one day or two separate occasions shall result in no productivity bonus being paid to the employee in the sick leave year. Employees may also be subject to disciplinary action for unauthorised absences.

Accumulation of sick leave will not be affected by this Clause.

#### ***Salaried Staff and Line Managers***

A medical certificate is not required for a total of 6 days out of the 15 days sick leave per year. Any period of 2 hours or greater does count towards the 6 days without a medical certificate requirement i.e. Sick absences of less than 2 hours do not count towards the 6 days without a certificate.

When sick leave without a medical certificate is greater than 6 days in a particular leave year, each subsequent absence without a medical certificate will be deducted from other leave entitlements automatically (ie from Personal Leave, Annual Leave or Long Service Leave in that order).

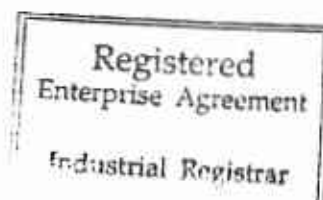
A "safety net" of 26 weeks is available after all sick leave entitlements, other than that for which a cash payment applies, have been exhausted i.e. that amount accumulated pre 15/2/93. The safety net will only apply when the absence is greater than 2 continuous weeks or is the continuation of a major illness or accident and must be supported by a medical certificate. The safety net will be available for each separate illness or injury. When it is deemed necessary a second opinion from an alternate doctor may be requested by Council. Staff will participate in a rehabilitation program to help them to return to work. The safety net will not be available for use as Carers Leave.

## **6.6**

### **FALLING SICK WHILE ON LEAVE**

If the employee becomes sick or is injured whilst on Annual Leave or Long Service Leave the employee shall be granted, at a time convenient to Council, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of leave. The employee must produce within reasonable time satisfactory medical evidence of their illness or injury, to show they were unable to derive benefit from their leave. The period of sickness or injury must be at least five consecutive working days.

Reinstatement of Leave due to illness will occur from the date of attendance at a Medical Practitioner. No retrospective reinstatement of leave will be approved.



## 6.7 COMPASSIONATE LEAVE

### *Wages Staff*

a) Paid compassionate leave of up to 3 days per annum will be provided for the following circumstances :

1. In the event of the death of an immediate family member ie wife, husband, child, mother, father, mother-in-law, father-in-law, brother, sister, or de-facto spouse.
2. To attend the funeral of the above relatives plus grandmother, grandfather, sister-in-law, brother-in-law.
3. Compassionate Leave will not be approved for the care of an employee's family as defined in this Enterprise Agreement, or any other person.

In the case of the death or funeral of a relative appropriate documentation (eg a newspaper clipping) must be provided to substantiate the leave application.

Wages staff should be aware that opportunity exists for additional leave for special circumstances not covered by this clause is available under "Time in Lieu".

## 6.8 TIME IN LIEU (of Overtime)

### *Wages Staff*

Employees may - with the approval of their supervisor - take short periods of time off to allow them to carry out matters of a personal nature. This may include such matters as emergency appointments, caring for children in emergencies where leave is not already covered by Council's Carers Leave Policy, to attend funerals of close family friends' etc. In such cases an application for annual leave of less than 1 day, or time in lieu will be made and Council will provide a system of allowing time to be made up (including the working of an RDO with approval) to allow reinstatement of the leave.

### *All Staff*

Hours accrued as time in lieu will be recorded on the payroll system. When an employee takes a time in lieu day, they will prepare an appropriate application for leave form. The leave form will be forwarded to the pay office in the same way that all other forms of leave are debited/credited.

Time in lieu will be accrued whenever it is necessary for an employee to work additional time for a specific purpose. For example, an employee is required to work overtime and does not wish to take this overtime but accrues time in lieu of overtime, then this will be recorded as time in lieu. Further, if an employee is requested to work on a particular project that requires additional time to be worked, then this time will also be able to be accrued as time in lieu. If overtime is worked, time in lieu is accrued on an hour for hour basis (ie. for each hour worked, the employee accrues one hour of time in lieu).

Any time in lieu owed to Council (debit balance) must be returned to a nil balance within six months of taking the leave. If the balance has not been settled at this time, an adjustment will be made to Personal Leave or Annual Leave (in that order). For the operation of this sub-clause, staff with a debit balance at the making of this Agreement, will have six months, that is 2 July 2002 to return the balance to nil before adjustments from other leave will automatically take place.

Previous entitlements accrued up to 5 days will be recognised however any greater amount than this will not.

Once the maximum amount of time in lieu has been accrued and as soon as additional time in lieu is accrued beyond this threshold an automatic payment for that time in lieu will occur.

It is agreed that employees may accumulate up to 5 days time in lieu or may "debit" up to 5 days (time which will then be made up). Accrued time in lieu remaining on the employee's exit will be paid out with the termination pay.

#### Time Off in Lieu of Overtime

It is agreed that time off in lieu of overtime or time worked on public holidays can be granted in lieu of payment provided that both Council and the employee agree. It is agreed that Time in lieu accrued will be at the rate at which it is worked, ie for each hour worked 1 hour of Time in lieu will accrue.

#### *Leisure Centre Staff*

Due to the seasonal nature of the centre's activities, staff are able to accrue a maximum of ten days time in lieu before the above 'cashing out' provision applies.

### **6.9**

#### **DAYS IN LIEU (For Working On A Public Holiday)**

It is agreed that all employees can accumulate 10 days in lieu. Once the maximum amount of days in lieu has been accrued and as soon as additional days in lieu are accrued beyond this threshold an automatic payment for that day in lieu will occur.

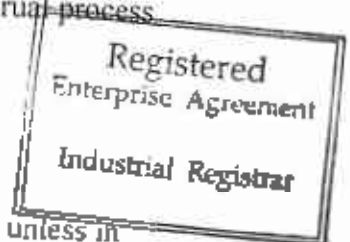
Where employees are required by management to work on Public Holidays and written agreement already exists, then no change to the accrual process will occur ie: Parks & Gardens, Street Cleaning, Mechanics.

### **6.10**

#### **ROSTERED DAY OFF (RDO)**

##### *Wages Staff*

No employee will be able to work their RDO to obtain payment unless in accordance with this Agreement (Compassionate leave) or with the specific approval of their Manager. No additional payment will be made for working an RDO day except where less than 24 hours notice is given. Then the employee will be paid overtime.



The rostered day off (ie the 10th day in each fortnight) will be staggered for various groups of employees to ensure that an adequate supply of labour is available each day to suit Council's requirements.

All employees entitled to a rostered day will be required to take the rostered day off on a fortnightly basis. Employees will have a fixed RDO unless permitted by their supervisor to take an alternate day.

Council and the MEU agree that either party can change the rostered day off if necessary, providing it is agreeable to both parties.

Where there is a new or vacant position it is agreed, subject to consultation and agreement between Council and Union representatives, a flexible R.D.O. roster can be introduced for the new or vacant position. The Unit Manager must fully justify reasons as to why the change is required.

#### Working on Rostered Days

##### ***Wages Staff***

It is agreed that where approved by the Manager it is necessary for an employee to work a rostered day off, then this can be accrued as time in lieu on an hour for hour basis, or payment can be requested for the day on an hour for hour basis. This accrual of time will be in accordance with the time in lieu accrual in the Enterprise Agreement.

Where an employee is requested to work on a rostered day off (RDO) by management, the employee may accumulate up to 10 days unless special circumstances exist and approval is given by the Director for additional days to be accumulated. Days can be added to the application for annual leave. If more than 10 days are accrued these will be paid out automatically.

If less than 24 hours notice is given, then the employee will be paid for working their rostered day off at overtime rates in accordance with the Award.

##### ***Line Managers***

Line Managers may be required to work additional hours during peak periods, including the working of rostered days.

Line Managers agree to work on their RDO's as requested by management.

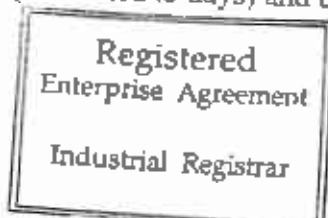
RDO's worked during peak periods will be accrued as Time In Lieu on an hour for hour basis and can be taken in accordance with the Time in lieu Clause in this Enterprise Agreement.

## **6.11**

### **PERSONAL LEAVE**

#### ***Salaried Staff***

Council will grant all employees employed on or before the 17<sup>th</sup> April 1995, 10 days personal leave each year in lieu of Bank Holiday, Christmas Leave, Annual Leave loading (converted to days) and compassionate leave.





Employees who commence after the 17<sup>th</sup> April 1995 and Line Managers will be granted 7 days personal leave each year.

Personal leave can be taken in minimum periods of one hour. Any or all untaken personal leave can be taken at any time.

Personal Leave will accrue on a pro rata basis and can be taken when it falls due. Five (5) days' notice must be given of an employee's intention to take Personal Leave, unless exceptional circumstances apply.

Employees may accumulate a maximum of 20 days (14 days for employees commencing after the commencing after the 17<sup>th</sup> April, 1995).

Any accrual of personal leave over these amounts will automatically be paid out quarterly.

Employees may elect to be paid Personal Leave concurrently with Annual Leave or Long Service Leave taken. For example, if you take one day off on annual leave, you may elect to be paid all outstanding personal leave to your credit at this time.

#### **6.12 LEAVE WITHOUT PAY**

Applications for leave without pay will only be granted after all available accrued leave has been exhausted, including time in lieu in accordance with this Agreement.

Applications, with supporting evidence, will only be considered in exceptional circumstances and must be supported by both the employee's Manager and Director. The application will then be forwarded to the General Manager, through the Manager Personnel, for approval.

Periods of leave without pay are not regarded as service for the purpose of calculating any form of leave. Periods of leave without pay do not constitute a break in the employee's continuity of service.

An employee on approved leave without pay is not entitled to payment for any public holiday that occurs during the period of absence.

#### **6.13 LONG SERVICE LEAVE**

##### *All Staff*

Employees who have had greater than 5 years service can take their pro rata Long Service Leave entitlement.

Long service leave can be taken in periods of one day or more.

Employees are entitled to apply for long service leave at half pay rates. Leave shall be taken only with the approval of the Manager.



**6.14 STUDY LEAVE**

All staff shall be entitled to study leave and examination leave in accordance with Council's Training Policy.

**6.15 PUBLIC HOLIDAYS**

***Salaried Staff and Line Managers***

Public Holidays will be observed and paid in accordance with the Local Government (State) Award.

It is agreed that sufficient employees will work in every area of Council's operation on union picnic day to allow normal operations to continue.

Payment for Picnic Day will be made to employees who are members of the MEU, EHABSA or the LGEA or have purchased a picnic ticket at the commercial rate set by the MEU. All non-Union members will be required to work or take some other form of approved leave.

***Wages staff***

Holidays will be observed and paid in accordance with the Local Government (State) Award.

Production of the butt of the picnic ticket issued to the employee shall be required for payment for the day to be made. Employees not issued with a picnic ticket by the MEU may purchase a ticket at the commercial rate set by the MEU.

Payment for Picnic Day will be made to employees who are members of the MEU or have purchased a picnic ticket at the commercial rate.

**6.16 PARENTAL LEAVE**

***Wages staff***

Council will provide 5 days of paid parental leave to an employee following the birth of their child. Any period of payable compassionate leave untaken in the employee's current service year must be included for this purpose.

**6.17 PAID MATERNITY LEAVE**

Staff who have applied for approved maternity leave of up to 52 weeks duration will be entitled to receive payment for the first 9 weeks of their maternity leave or half pay rates for the first 18 weeks. This clause is available for staff who qualify for maternity leave under the Maternity Leave provisions of the Industrial Relations Act, and have at least twelve months service with Council.

If the quantum of paid maternity leave as an industry standard increases, the Union reserves the right to return to Management during the life of this Agreement for further negotiation.

Registered  
Enterprise Agreement

Industrial Registrar

#### Working while on Maternity/ Paternity Leave

It is agreed that an employee, who is on either maternity or paternity (or adoption leave) will be allowed to work casually despite being on parental leave. The decision to allow the employee to return to work will be based on the needs of the supervisor with the endorsement of the Director of the Division. The work pattern (ie whether 1 day per week, a few hours per day or for a block period of 1 or 2 weeks) will be in accordance with the needs of the Division. If the employee on leave is being replaced by a maternity relief replacement employee, this person will not be affected by the return of the employee working casually.

It is agreed that an employee can request payment for the time worked or the employee can accrue days in lieu which can then be taken once they return to work permanently. It is agreed that the days in lieu accrued on this basis can be up to 10 days in total. If an employee works more than 10 days then the additional days (over 10) will be paid at casual rates of pay. Should an employee resign after accruing these days in lieu, the accrued days will be paid on resignation.

#### **6.18 SUPERANNUATION SEMINAR LEAVE**

All staff are encouraged to attend a pre-retirement seminar held by the Local Government Superannuation Board. In order to prepare for retirement, all staff are entitled to one day off each three year period for the purpose of attendance at the seminars, to commence from age 50 through to the individual's elected retirement age. If an employee wishes to attend more frequently, they must take some other form of accrued personal leave, annual leave or time in lieu.

Council will continue to support its employees attending superannuation sessions in-house to maximise their superannuation benefits and run by representatives of the Local Government Superannuation Scheme.

#### **6.19 BLOOD DONORS LEAVE**

Staff will be granted leave for the purpose of donating blood at the mobile Blood Bank when it is operating in Sutherland Shire. The leave will include the applicable travelling time and time to donate blood.



ALLOWANCES

FIRE WARDENS' ALLOWANCE

An allowance of \$6.19 per week is to be paid to appointed Fire Wardens and will be maintained in line with future Award variations.

FIRST AID ALLOWANCE

Allowance	Rate	Frequency of Payment
First Aid Level 1 - Senior Qualifications	\$9.10	{ Weekly - Not applicable
First Aid Level 2 - Advanced Qualifications	\$11.49	{ to exit or overtime
First Aid Level 3 - OH&S Qualifications	\$13.97	{ payments

And will be maintained in line with future Award variations.



**SHIFT PAYMENT**

Unless specific arrangements are made (or were in place as at 26<sup>th</sup> December 1993) employees working outside the hours shown in the Hours of Work Clause in this Core Agreement for a specific shift shall be paid the following shift allowance:

Mechanic	\$66.48 per week
Cleaner (am)	\$3.69 per day
Cleaner (pm)	\$7.46 per day
Beaches	\$13.39 per day

As negotiations for this Enterprise Agreement have resulted in an increased shift allowance payment for staff employed after 27 December 1993, such increase effective from 2 January 2002, the shift allowance will not be payable on exit payments.

For staff employed prior to 26 December 1993, the shift allowance will be payable on exit payments.

The Shift Allowance is to be maintained in line with Award increases.



BUILDING SERVICES STAFF PAY RATES

<b>GROUP</b>	<b>SALARY</b>	<b>CLASSIFICATION COVERED BY GROUP</b>	<b>BAND</b>	<b>LEVEL</b>
BUIL 1	\$33,224.59 \$638.93	LEVEL 1	2	1
BUIL 2	\$35,151.10 \$675.98	LEVEL 2	2	1
BUIL 3	\$ 36,870.60 \$705.20	LEVEL 3	2	1
BUIL 4	\$37,987.50 \$730.53	LEVEL 4	2	2
BUIL 5	\$40,013.50 \$769.49	LEVEL 5	2	2

Registered  
Enterprise Agreement  
Industrial Registrar

CLEANSING SERVICES STAFF PAY RATES

GROUP	SALARY	CLASSIFICATION COVERED BY GROUP	BAND	LEVEL
BSCS01	\$26,295.69	Cleaner	1	2
	\$505.69	Labourer	1	2
BSCS02	\$28,248.59	Cleaner	1	2
	\$543.24	Labourer	1	2
BSCS11	\$31,969.06	Mechanical Broom Operator		
	\$614.79			
BSCS12	\$32,586.44	Sullage Driver	1	3
	\$626.66			
BSCS16	\$33,678.51	Street Cleaning Labourer	1	2
	\$647.66			
BSCS17	\$33,868.78	Leading Hand	1	4
	\$651.32			
BSCS20	\$35,120.38	Side Walk Broom Operator	1	2
	\$675.39	Street Cleaning Labourer/Driver	1	2
BSCS22	\$35,813.75	Street Cleaning Offsider	1	2
	\$688.73	Motor Wagon Driver	1	3
		Plaza Cleaner	1	2
		Boat Driver/Offsider	1	3
BSCS25	\$37,102.41	Offsider Mobile Cart	1	2
	\$713.51			
BSCS28	\$38,415.30	Mechanical Broom Operator	1	3
	738.76	Driver Mobile Cart 10C	1	3
		Driver Mobile Cart 13C	1	3
		Driver Mobile Cart 6c		
BSCS30	\$39,378.71	Supervisor Grade 1	1	4
	\$757.28	Supervisor Grade2	1	4



**BUILDING SERVICES**  
**TRAINEE/APPRENTICE PAY RATES**

Pay Code		Pay Code		Salary	Classification Covered by Group
Apprentice	Level	Trainee	Level		
<b>Apprentices - Junior Pay Rates</b>					
					Apprentices- School Certificate
BAPPJ2	O1	TRAIN38	O2	\$314.15	1st year
BAPPJ3	O1	TRAIN38	O3	\$369.48	2nd year
BAPPJ4	O1	TRAIN38	O4	\$432.26	3rd year
PABBJ5	O1	TRAIN38	O5	\$494.80	4th year
					Apprentices- HSC – Entry
BAPPJ4	O1	TRAIN38	O4	\$432.26	1st year
BAPPJ5	O1	TRAIN38	O5	\$494.80	2nd year
BAPPJ6	O1	TRAIN38	O6	\$534.51	3rd year
BAPPJ7	O1	TRAIN38	O7	\$561.77	4th year

Registered Enterprise Agreement  Industrial Registrar
--



Wages Staff Pay Rates

GROUP	SALARY	CLASSIFICATION COVERED BY GROUP	APPLICABLE BAND/LEVEL	DESCRIPTION/NOTE
WAG1	ENTRY LEVEL	LABOURER GD.1	Band 1 – Level 2	Rate of pay for classification shown in Group WAG1 relates to Entry Level. Progression to Group
	\$26,774.38	GARDENER	Entry Level	WAG.2 rate of pay is subject to performance, training and competency testing within first 12 months of employment with Council
	\$514.89	CONCRETE FINISHER		
		SURVEY ASSISTANT		
		POOL ATTENDANT		
		WOMENS REST C'TRE ATTEN'T		
		PART TIME EMPLOYMENT		Group. WAG1 to be related to number of part time hours worked
WAG2	\$28,800.69	LABOURER GD.2	Band 1 – Level 2	Entry level pay for bush regenerator/ arborist with certificate
	\$553.86	GARDENER GD.1		
		CONCRETE FINISHER GD.1		
		SURVEY ASSISTANT GD.1		
		POOL ATTENDANT GD.1		
		WOMENS REST CTR ATTEN'T		
		BUSH REGENERATION		
		*CERTIFICATE/ARBORIST		
WAG3	\$29,488.03	GARDENER GRADE 2	Band 1 – Level 2	
	\$567.08	DRIVER - 2950 GVW		
		DRIVER - 4560 GVW		
		STOREMAN GD.1		
WAG3A	\$29,941.99	LABOURER - FIRE CONTROL *	Band 1 – Level 3	* Bushcare/Fire prevention awareness skill level
	\$575.81	CONCRETE FINISHER **		
		(Advanced)	Band 1 – Level 3	**Pebblecrete Finish skill level
WAG4	\$30,101.47	BEACH INSPECTOR 1ST SEASON	Band 1 – Level 2	
	\$578.87	DRIVER - 6250 GVW		
		DRIVER - 7700 GVW		
		DRIVER - 9200 GVW		
		SURVEY ASSISTANT GD.2		
WAG5		LABOURER GD3		
		POOL ATTENDANT - SHIFT *	Band 1 – Level 2	Regular Shift Employment
		SENIOR LABOURER **		Takes control of gang in the absence of supervisor.
		PLANT OPERATOR GD.1	Band 1 – Level 2	Must have demonstrated skills. (No

				higher grade
	\$30,923.79	PLANT OPERATOR GD2	Band ¼ or 1/3	pay for relieving up to two weeks.)
	\$594.69	ARBORIST	"	
		STOREMAN GD 2	Band 1 - Level 2	
		DRIVER - 10800 GVW	Band 1 - Level 3	
		DRIVER - 12350 GVW	"	
		DRIVER - 13950 GVW	"	
		BEACH INSPECTOR 2ND SEASON		
		BEACH INSPECTOR 3RD SEASON		
<b>WAG6</b>	\$31,433.01	DRIVER - 21900 GVW	Band 1 - Level 3	
	\$604.48	DRIVER - PARKS TOWING		
		BEACH INSPECTOR 4TH SEASON	Band 1 - Level 2	
<b>WAG7</b>	\$31,604.85	STOREMAN GD.3	Band 1 - Level 2	*Includes payment for regular towing of trailer
	\$607.79	MOTOR WAGON DRIVER *		
<b>WAG8</b>	\$31,960.64	GREENKEEPER	Band 1 - Level 3	* This is the entry rate of pay for maintenance supervisors newly appointed who would remain on this level for 12 months and subject to satisfactory
	\$614.63	MAINTENANCE SUPERVISOR		service and demonstrated competence would
		1ST YEAR PARKS & CIVIL*		progress to WAG 11 at the end of that year.
		HIAB CRANE DRIVER		
		ASSISTANT GEOTECHNICIAN	Band 1 - Level 3	
<b>WAG9</b>	\$32,175.38	DRIVER - 10800 -TOWING*	Band 1 - Level 3	
	\$618.76	MAINTENANCE/RESTOR.-TOWING	Band 1 - Level 3	*1 Includes payment for regular towing of Chipper
		HIAB DRIVER - 21900 GVW		
		PLANT OPERATOR GD.3	"	** Regularly driving various vehicles/plant
		PLANT OPERATOR GD4	"	
		SENIOR POOL ATTENDANT		
		DRIVER -Multi Vehicles/Skilled **	"	
<b>WAG10</b>	\$33,242.99 \$639.29	GARDENER GRADE 3	Band 2 - Level 1	Band Level Entry - Johnson
<b>WAG11</b>		MAINTENANCE SUPERVISOR	Band 1 - Level 3	*Computer applications, Drafting, Survey Work and
		CIVIL ASSETS		part-time parity leader.
		PLANT OPERATOR GD.5	Band 1/3 or 1/4	
	\$32,899.00	PLANT OPERATOR HAMMER		** Low Loader Skilled
	\$632.68	SURVEY ASSIST GD.3 *	Band 1/3 or 1/4	
		RESTORATION SUPERVISOR		

Registered  
Enterprise Agreement  
  
Industrial Registrar

		DRIVER - MULTI VEHICLES **	Band 1 - Level 3	
		PARKS MAINTENANCE SUPERVISOR		
		PARKS MAINTENANCE SUPERVISOR		
		ARBORIST	Band 1 - Level 3	
		SENIOR ASSISTANT GEOTECHNICIAN		
		RELIEF ASST CONST FOREMAN		
<b>WAG13</b>	\$33,598.79 \$646.13	SENIOR POOL ATTENDANT SHIFT	Band 1 - Level 3	Regular shift employment
<b>WAG13A</b>	\$33,617.21 \$646.48	PLANT OPERATOR GD6-POCLAIN SNR BEACH INSPECTOR GD 1	Band 1 - Level 4	
<b>WAG15</b>	\$34,083.51 \$655.45	CONSTRUCTION SUPERVISOR GD.1 LOW LOADER DRIVER GD.1 SNR BEACH INSPECTOR GD 2	Band 1 - Level 4	
<b>WAG18</b>	\$34,979.31 \$672.68	LOW LOADER DRIVER GD.2 BEACH SUPERVISOR GD 1 STORE OFFICER MECH. W'SHOP	Band 1 - Level 4	
<b>WAG19</b>	\$35,427.18 \$681.29	GEOTECHNICIAN BEACH SUPERVISOR GD 2		

Registered  
Enterprise Agreement  
Industrial Registrar

**TRADESPERSONS  
ENTRY LEVEL TRADES**

		PARKS FOREMAN GD.3	Band 2 - Level 1	
<b>WAG9A</b>	\$33,242.99 \$639.29	GARDENER (QUALIFIED) PLANT MECHANIC STONEMASON AUTO ELECTRICIAN SPRAY PAINTER PANEL BEATER MECHANIC BLACKSMITH BOILERMAKER GARDENER GD.3 HORTICULTURIST		Rate of pay of classifications shown in this group (WAG9A) relate to the entry level for tradespeople  Progression to next group (WAG13) rate of pay is subject to performance, training and competency testing within the first twelve months of employment with Council
<b>TRADESPERSON</b>		BRICKLAYER		
<b>WAG13</b>	\$33,598.79 \$646.13	PARKS FOREMAN GD.3 GARDENER GD.4 PLANT MECHANIC STONEMASON		

		AUTO ELECTRICIAN	)	
		SPRAY PAINTER	)GD.1	
		PANEL BEATER	)	
		MECHANIC	)	
		BLACKSMITH	)	
		BOILERMAKER	)	
		HORTICULTURIST	)	
		ASST CONSTRUCTION FOREMAN		
WAG14	\$33,868.78 \$651.32			*Employed as Tradesman Electrician
GMECH	\$34,427.17 \$662.06	GARBAGE MECHANIC		Includes Garbage Allowance and for Working Garbage Vehicles
GMECH FM	\$36,255.60 \$697.22	GARBAGE MECHANIC FORMAN		Includes Garbage Allowance 9 x \$3/2 for Working Garbage Vehicles
WAG17	\$34,525.34 \$663.95	MECHANIC	)	
		PANEL BEATER	)GD.2	
		PANEL BEATER	)	
		CONSTRUCTION SUPER GD.2		
		MAINTENANCE FOREMAN		
WAG19	\$35,427.18 \$681.29	CONSTRUCTION SUPER GD 3	Band 2 - Level 1	*Employed as Tradesman Electrician
		GARDENER GD.4 Leading Hand		
		PLANT MECHANIC	)	
		STONEMASON	)	
		AUTO ELECTRICIAN	)	
		SPRAY PAINTER	)GD.3	
		PANEL BEATER	)	
		MECHANIC	)	
		BLACKSMITH	)	
		BOILERMAKER	)	
		HORTICULTURIST	)	
WAG20	\$35,801.64 \$688.49	TRADESMAN GD4	Band 2 - Level 1	
		PROJECT MANAGER		
WAG21	\$36,200.33 \$696.16	CONSTRUCTION SUPERV'R GD.4	Band 1 - Level 4	
		BEACH SUPERVISOR G3		
WAG22	\$36,507.16 \$702.06	GARDENER GD.4 - Foreman	Band 2 - Level 1	
WAG23	\$36,789.28 \$707.49	TRADESMAN G5	Band 2 - Level 1	
		CONSTRUCTION SUPERV'R GD.5		
WAG24	\$37,145.31 \$714.33	TRADESMAN G6	Band 2 - Level 1	Employed as Tradesman Electrician
		NOXIOUS WEEDS		

		OFFICER		
				Persons employed in these positions are highly skilled and experienced
				tradesmen capable of taking over the role of supervisor
				but they are not supervisors. Only
				in the absence of their supervisor will they act that higher grade position
				without additional remuneration for periods up to two weeks. Over two
				weeks a higher grade pay of 90% of
				the person's salary they are relieving
				will be paid.
WAG25	\$37,823.43 \$727.37	CONSTRUCTION FOREMAN		
WAG26	\$38,133.19 \$733.33		Band 2 - Level 1	
WAG27	\$38,752.94 \$745.25	TRAINING WAGES CO-ORDINATOR	Band 2 - Level 1	Secondment Rate for Training of Wages Staff
WAG29	\$39,446.08 \$758.58		Band 2 - Level 1	Employed as Tradesman Electrician
WAG30	\$40,803.15 \$784.68	SENIOR BEACH INSPECTOR WITH ALTERNATE WINTER DUTIES	Band 2 - Level 1	Employed as Tradesman Electrician
WAG31	\$44,832.90 \$804.48		Band 2 - Level 1	Employed as Tradesman Electrician

Registered  
Enterprise Agreement  
Industrial Registrar

WAGES PAY RATES

TRAINEE/APPRENTICE PAY RATES

Pay Code		Pay Code		Salary	Classification Covered by Group		
Apprentice	Level	Trainee	Level				
<b>Apprentices - Junior Pay Rates</b>							
APPJ2	O1	TRAIN38	O2	Training T2 - T5 \$504.08	<b>Apprentices- School Certificate</b> 1st year		
APPJ3	O1	TRAIN38	O3			\$319.99	2nd year
APPJ4	O1	TRAIN38	O4			\$376.35	3rd year
ABBJ5	O1	TRAIN38	O5			\$440.39	4th year
APPJ4	O1	TRAIN38	O4	Training T4 - T7 \$572.62	<b>Apprentices- HSC - Entry</b> 1st year		
APPJ5	O1	TRAIN38	O5			\$440.39	2nd year
APPJ6	O1	TRAIN38	O6			\$504.08	3rd year
APPJ7	O1	TRAIN38	O7			\$544.89	4th year
APPJ1	O1	TRAIN38	O1	Training T1 - T4 \$440.39	<b>Junior</b> 1st year		
APPJ2	O1	TRAIN38	O2			\$256.07	2nd year
APPJ3	O1	TRAIN38	O3			\$319.99	3rd year
APPJ4	O1	TRAIN38	O4			\$376.35	4th year
<b>Trainees - Pay Rates</b>							
APPJ1	O1	TRAIN38	O4	Training T1 - T10 \$657.83			
APPJ2	O1	TRAIN38	O5			\$256.07	
APPJ3	O1	TRAIN38	O6			\$319.99	
APPJ4						\$376.35	
APPJ5						\$440.39	
APPJ6						\$504.08	
APPJ7						\$544.89	
APPJ8						\$572.62	
APPJ9						\$600.94	
APPJ10						\$629.26	
GMECH				\$657.83			
Paid above Apprentice rate + \$14.46 Garbage Allowance							



**SALARIED OFFICERS - CASUAL RATES OF PAY**

Band	Level	Position Classification	Pay Code	Hourly Rate	
				35 hours	38 hours
T	4	Library Shelver up to 21 yrs (35)	CS35T4	\$15.69	
1	2	Library Shelver (35) Child Care Assistant (38) Vacation Care Assistant (38) Cook (38) Cleaner - CCC (38) Library Assistant (35) Clerical (35) Word Processing (35) Switch/Clerical (35) Store Clerical (35) Booking Clerk/Reception/ Kiosk(Caringbah&Engadine) Pools (38) General Services Assistant (38)	CS3812 CS3512	\$17.82	\$16.41
1	2	Vacation Care 2nd In Charge(38)	CS382C		\$17.31
1	3	Vacation Care Supervisor (38) Library Assistant - Supervisor Bundeena (38) Records Supervisor (35)	CS3513 CS3813	\$18.57	\$18.41
2	1	Property Validation Officer (35)	CS3521	\$22.23	
2	2	Vacation Care Co-Ordinator (38)	CS3822		\$23.48
3	1	Librarian (35) Community Worker (38)	CSAL3531 CSAL3831	\$25.49	\$23.48
3	2	Senior Librarian (35) Special Librarian (35) Community Worker (38)	CSAL3532 CSAL3832	\$30.51	\$28.11

Registered  
Enterprise Agreement  
Industrial Registrar

3	1	Casual Earth Works Trainer	CTE		\$28.82
3	1	Hazelhurst Casual Teacher Min No of students	CTE1A		\$27.44
3	2	Hazelhurst Casual Teacher Not more than 9 students and all childrens classes	CTE1		\$31.66
3	2	Hazelhurst Casual Teacher more than 12 students or 2/3 enrolled	CTE2		\$36.93
3	2	Hazelhurst Casual Teacher more than 15 students and fully enrolled	CTE3		\$40.10
3	1	Hazelhurst Gallery Technician	CTE4		\$25.50
3	1	Hazelhurst Casual Technician (experienced)	CTECH		\$28.82

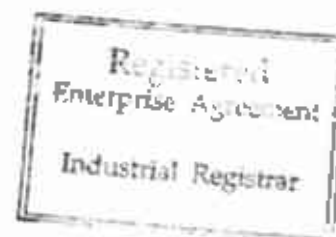
**WAGES STAFF - CASUAL RATES OF PAY**

Band	Level	Position Classification	Pay Code	Casual Rate
1	2	Labourer Cleaner (other than Child Care) Cleaner/Labourer Food & Liquor Waiters	CWAG12	\$16.76
1	2	Street Cleaning Labourer Street Cleaning Offsider Plaza Cleaner	CSG12	\$17.27
1	3	Beach Inspector	CWAG13	\$18.65
1	3	Sullage Driver Mechanical Broom Driver	CSG13	\$19.19
1	4	Works Supervisor	CASWAG14	\$20.87
1	4	Senior Beach Inspector	CWAG14	\$20.87
2	1	Tradesperson	CWAG21	\$20.64
2	2	Tradesperson Supervisor	CWAG22	\$23.61
1	2	Untrained Food & Liquor Waiters	CEN12	\$16.76
1	2	Experienced	CEN12A	\$17.83
1	3	Leading Hand	CEN13	\$18.10
2	3	Casual Chef	CEN14	\$27.37



**EVANS WEBB SALARY FORMULA RANGE AVAILABLE FOR EACH JOB  
EVALUATION POINTS AS AT THE 24/10/01**

570 points	\$29,540.56 to	\$32,822.84
600 points	\$30,335.99 to	\$33,706.66
660 points	\$31,926.86 to	\$35,474.29
700 points	\$32,987.44 to	\$36,652.71
720 points	\$33,517.73 to	\$37,241.93
750 points	\$34,313.17 to	\$38,125.74
770 points	\$34,843.46 to	\$38,714.95
800 points	\$35,638.89 to	\$39,598.77
830 points	\$36,434.33 to	\$40,482.59
850 points	\$36,964.62 to	\$39,749.72
860 points	\$36,031.36 to	\$41,071.80
870 points	\$37,494.91 to	\$41,661.01
900 points	\$38,290.34 to	\$42,544.83
920 points	\$38,820.63 to	\$43,134.04
950 points	\$39,616.07 to	\$44,017.85
1000 points	\$40,941.79 to	\$45,490.88
1010 points	\$41,206.94 to	\$45,785.49
1020 points	\$41,472.08 to	\$46,080.09
1050 points	\$42,267.52 to	\$46,963.91
1065 points	\$42,665.24 to	\$47,403.82
1085 points	\$43,195.53 to	\$47,995.03
1140 points	\$44,633.82 to	\$49,615.36
1150 points	\$44,918.97 to	\$49,909.97
1160 points	\$45,184.11 to	\$50,204.57
1170 points	\$45,449.26 to	\$50,499.18
1180 points	\$45,714.40 to	\$50,793.78
1215 points	\$46,642.41 to	\$55,824.90
1250 points	\$47,570.42 to	\$52,856.02
1260 points	\$47,835.57 to	\$53,150.63
1300 points	\$48,896.15 to	\$54,329.05
1330 points	\$49,691.58 to	\$55,212.87
1340 points	\$49,956.73 to	\$55,507.47
1350 points	\$50,221.87 to	\$55,802.08
1400 points	\$51,547.60 to	\$57,275.11
1450 points	\$52,873.32 to	\$58,748.13
1480 points	\$53,668.76 to	\$59,631.95
1500 points	\$54,199.05 to	\$58,282.68
1510 points	\$54,464.19 to	\$60,515.77
1540 points	\$55,259.63 to	\$61,399.58
1550 points	\$55,524.77 to	\$61,694.19
1600 points	\$56,850.50 to	\$63,167.22
1615 points	\$57,248.21 to	\$63,609.13
1650 points	\$58,176.22 to	\$64,640.25
1660 points	\$58,441.37 to	\$64,934.85
1675 points	\$58,839.08 to	\$65,376.76
1725 points	\$60,164.81 to	\$66,849.79
1750 points	\$60,827.67 to	\$67,586.30



# TRAINING SCALE

PAY CODE	RATE	
TRAINEE 1	\$13,184.15 \$253.54	15 YRS
TRAINEE 2	\$16,461.11 \$316.56	16 YRS OR School Cert
TRAINEE 3	\$19,370.57 \$372.51	17 YRS
TRAINEE 4	\$22,659.35 435.76	18 YRS OR HSC
TRAINEE 5	\$25,942.22 498.89	
TRAINEE 6	\$28,029.08 \$539.02	
TRAINEE 7	\$29,450.72 \$566.36	
TRAINEE 8	\$30,910.76 \$594.44	
TRAINEE 9	\$32,364.40 \$622.39	
TRAINEE 10	\$33,837.26 \$650.72	

**Registered  
Enterprise Agreement  
Industrial Registrar**

LEISURE CENTRE

PAY CODE	RATE	CLASSIFICATION
LEIS4	\$39,367.34 to \$43,741.49	Operations Manager Swim School Co-ordinator Aquatics Co-ordinator Café Co-ordinator Fitness Co-ordinator Schools Co-ordinator
LEIS3	\$34,680.82 to \$38,534.24	Squad Coach/Supervisor Swim Coach Elite Swim Coach Duty Manager
LEIS2	\$28,729.67 to \$31,921.85	Membership Services Supervisor Schools/Function Assistant Swim School Instructor Pool Attendant Admin Officer Creche Supervisor Café Supervisor
LEIS1	\$26,232.30 to \$29,071.69	Café Assistant Cook Receptionist
LC1150	\$45,028.00 to \$50,031.11	Marketing Coordinator
LC1050	\$42,370.11 to \$47,077.90	Administration Coordinator
LC0700	\$33,067.50 to \$36,741.67	Customer Service Supervisor Group Fitness Supervisor Fitness/Rehab Program Supervisor Programs Supervisor Caringbah



LEISURE CENTRE CASUAL RATES OF PAY (includes casual loading)

PAY CODES	RATE	CLASSIFICATION
CASPOOL G1 CASPOOL G2 CASPOOL G3 CASPOOL G4	\$16.23 \$16.36 \$16.88 \$17.87	POOL ATTENDANT
CASPOOL G2	\$16.36	GARDENER/CLEANER
CASBOOK 1 CASBOOK 2 CASBOOK 3 CASBOOK 4 CASBOOK 5	\$10.39 \$11.51 \$13.15 \$14.83 \$16.23	BOOKING CLERK GYM RECEPTION CATERING OFFICER CRECHE ATTENDANT COOK/RECEPTION
CASPING 5	\$31.16	FITNESS LEADERS -CIRCUIT SWEATBOX
CASPING 6	\$36.41	FITNESS LEADERS - AEROBIC, PUMP, SENIORS, AQUA
CASCIRTR (trainee/junior) CASCIR G1 CASCIR G2 CASCIR G3	\$12.50 \$16.23 \$18.63 \$21.04	FITNESS PROGRAMMER GYM RECEPTION EXERCISE SPECIALIST
CSWIM1 CSWIM2 CSWIM3 CSWIM4 CSWIM5	\$17.14 \$18.29 \$19.37 \$20.23 \$21.52	FIRST EMPLOYED AFTER 12 MTHS SERVICE & PERF REV SUPERVISOR IN CHARGE OF 5 OR MORE ELITE SQUAD COACH LEVEL 2 COACH/RAINBOW CLUB

Registered  
Enterprise Agreement  
Industrial Registrar

**PART 8 INDEX**

This Agreement is arranged as follows: -

Clause No.	Subject Matter	Page No.
4.8	Additional Training Outside Normal Working Hours	17
3.2	Allowances and Shift Payments	11
3.3	Travel Allowance	12
6.1	Annual Leave	31
6.3	Annual Leave Greater than 8 Weeks	31
6.2	Annual Leave Loading	31
6.19	Blood Donors Leave	42
4.11	Casual Employment	21
1.6	Commencement, Duration and Continuation	5
1.7	Commitment	5
6.7	Compassionate Leave	37
4.6	Corporate Uniform	16
5.4	Council Agreements For Individual Positions	29
4.13	Coverage Of Telephones/Counters/Office And Public Areas, Stores Operations	21
6.9	Days In Lieu	38
1.9	Definitions	6
5.2	Disciplinary Procedure	27
5.1	Disciplinary Procedure For Not Wearing Safety Equipment	27
3.6	Drivers/Boat Licence	14
4.2	Drug And Alcohol Policy	15
1.5	Duress	5
4.3	Employee Assistance Program	15
2.1	Enterprise Agreement Strategy and Framework	8
6.6	Falling Sick While On Leave	36
2.3	Framework	9
4.4	Gratuity Payments	15
5.3	Grievance And Dispute Procedure	27
3.4	Higher Grade Pay	13

Registered  
Enterprise Agreement  
Industrial Registrar

Clause No.	Subject Matter	Page No.
4.15	Hours Of Work	22
	• Meal Break	24
	• Morning tea Break	24
	• Lunch/Morning Tea	24
2.4	Individual Recognition and Reward	9
1.8	Interpretation And Review	5
4.1	Leave Requirements	15
6.12	Leave Without Pay	40
6.13	Long Service Leave	40
2.5	Management/Union/Employee Partnership	9
6.17	Maternity Leave	41
6.16	Parental Leave	41
4.16	Part Time/Job Share	25
1.3	Parties Bound By This Agreement	4
6.4	Payment Of Concurrent Leave	31
3.7	Payment Of Employees	14
6.11	Personal Leave	39
6.15	Public Holidays	41
3.1	Rates Of Pay	11
4.14	Recording System For Absences	22
4.10	Redeployment – Organisation Change	19
4.9	Redundancy	17
4.12	Requirement For A Ten Hour Break	21
4.17	Resignation Of Employment	25
6.10	Rostered Day Off	38
1.4	Scope Of This Agreement	4
7.2	Shift Payment	44
6.5	Sick Leave/Carers Leave	31
1.1	Signatories	3
4.19	Skill Based Pay	26
4.7	Staff Appraisal	16
6.14	Study Leave	41
3.8	Superannuation	14
6.18	Superannuation Seminar Leave	42

Registered  
Enterprise Agreement  
Industrial Registrar

<b>Clause No.</b>	<b>Subject Matter</b>	<b>Page No.</b>
4.18	Termination Of Employment	26
2.2	The New Enterprise Framework	8
6.8	Time In Lieu (TIL)	37
1.2	Title Of The Agreement	4
4.20	Truck And Plant Operation	26
4.5	Wet Weather/Safety Clothing	16
3.5	Workers Compensation Pay	13

**Registered**  
**Enterprise Agreement**  
**Industrial Registrar**

**COUNSELLING AND DISCIPLINARY POLICY AND PROCEDURES**

**POLICY**

This policy reflects Council's commitment to improving poor performance and conduct by the employee using staff counselling and a performance management review process and that disciplinary action will only be used after the employee has been given adequate opportunity to improve.

**A. Employee's Rights**

Notwithstanding the procedures below, an employee shall:

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

**B Employer's Rights and Obligations**

Notwithstanding the procedures contained below, a council shall:

- (i) Be entitled to suspend an employee with pay during the investigation process provided that:
  - (a) The suspension shall not effect the employee's continuity of service for the purposes of accruing leave entitlements.
  - (b) Council shall not unreasonably refuse an application for paid leave under this provision.
  - (c) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct within one week an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) 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.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with the Termination of Employment clause in the Local Government and Shires (State) Award.



- (v) Be entitled to request the presence of a union representative at any stage.

### C. PROCEDURES

This Counselling and Disciplinary procedure s based on a five (5) step process. The initial step is a verbal warning, the second, third and fourth steps are written warnings. If the employee does not respond to counselling following the final warning, then suitable disciplinary action can be taken as the final step.

If the employee does not re-offend for specified periods throughout the process, they regress back through the disciplinary steps until the offences are no longer taken into consideration.

The employee shall be advised in writing of the required time needed for the offences no longer to be taken into consideration. All correspondence relating to the Disciplinary Process will remain on the employee's file for the benefit of all parties.

#### Step 1 Initial Verbal Warning

Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance verbally, by the employee's immediate supervisor or other appropriate officer of Council. They shall be counselled on the nature of the unsatisfactory performance or conduct and of the required standard to be achieved.

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 employees' staff file of the initial warning. The employee shall be entitled to sight and sign the written record and add any notations regarding the contents of such record.

Should an employee's work performance improve satisfactorily within twelve (12) months, then the employee will be notified in writing that the offence will no longer be taken into consideration.

#### Step 2 First Written Warning

Where there is re-occurrence of unsatisfactory work performance or conduct within 12 months of the initial verbal warning, the employee shall be given an initial (first) formal written warning.

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 this first formal warning and counselling. The employee shall be entitled to sight and sign the written record and add any notations regarding the contents of such record.

Where there is no re-occurrence of unsatisfactory work performance or conduct within 6 months of the first written warning, the employee's record will revert back to "Step 1" of the procedure.



From "Step 2", for the offence to be no longer taken into consideration it will require satisfactory work performance or conduct for a period of 18 months from the date of the first written warning letter.

**Step 3 Second Written Warning**

**If the employee's unsatisfactory work performance or conduct continues or resumes within six (6) months following the first formal warning and counselling, the employee be given a second warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.**

Where there is no re-occurrence of unsatisfactory work performance or conduct within 6 months of the second warning, the employee's record will revert back to "Step 2" of the procedure.

From "Step 3", for the offence to be no longer taken into consideration it will require satisfactory work performance or conduct for a period of 24 months from the date of the second written warning letter.

**Step 4 Third (final) Written Warning**

**If the employee's unsatisfactory work performance or conduct continues or resumes within six (6) months following the second written warning and counselling, the employee shall be given a third (and final) warning in writing giving notice of proposed disciplinary action should the unsatisfactory work performance or conduct not cease immediately.**

Where there is no re-occurrence of unsatisfactory work performance or conduct within 6 months of the third warning, the employee's record will revert back to "Step 3" of the procedure.

From "Step 4", for the offence to be no longer taken into consideration it will require satisfactory work performance or conduct for a period of 30 months from the date of the third written warning letter.

**Step 5 Disciplinary Action**

**If the employee's unsatisfactory work performance or conduct continues or resumes within six (6) months following the third (final) formal warning and counselling, disciplinary action will commence, which may result in termination of service.**

**D. Disciplinary Action**

**After complying with the requirements above, Council may:**

**(i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.**

**(ii) Suspend an employee without pay from work for a specified period of time determined by the relevant Director in consultation with the Manager Personnel. The employee is entitled to make application for accrued leave for whole or part of any suspension period.**

**(iii) Terminate the employment of the employee.**

## Core Enterprise Agreement 2002

## Key Performance Indicators

**Performance Criteria Development Process**

The indicators have been developed on the basis of negotiations between staff, Unions and Management with an agreement that each criterion should be measurable, achievable, and be meaningful relative to Council's overall performance and achievement of key Council priorities.

In each case a target will be set and achievement of the indicator will be by achieving the target. The indicators are as follows:

**1 Unscheduled absence rate**

This indicator measures the number of hours of sick or carer's leave taken with or without a certificate of duration not exceeding three days. Any other sick leave taken is determined as not being unscheduled because of the length of time the employee is off.

Process

The average sick (days) hours taken by all permanent part time, full time and temporary staff for each of the past 3 complete calendar years will be worked out and the committee will then determine a suitable bench mark for setting the KPI targets.

The details for the last 3 years excluding Waste Services and Senior contract staff.

Jan 99 to Dec 99	32861 hours	1042 permanent staff	av 31.53 hrs per employee
Jan 00 to Dec 00	32278 hours	1037 "	av 31.12 hrs per employee
			(2000 is a 1.3% improvement over 1999)
Jan 01 to Dec 01	30312 hours*	1067 "	av 28.41 hrs per employee
			(2001 is a 7.95% improvement over 2000)

Average of 3 years                      30.35 hours per employee

Targets

- 6 months target to June 2002 – hold the previous year's value of 28.41 hours per employee (6.4% improvement over the original 3 year average value).
- 12 months target to June 2003 – 27.5 hours per employee (9.4% improvement over the original 3 year average value).
- 12 months target to June 2004 – 26.5 hours per employee (12.7% improvement over the original 3 year average value).

Note:

Every 1.5 hours saved equates to approximately 1 extra employee in the workforce or a saving of approximate \$35,000.

Important

The sick leave taken by staff will be monitored by managers and reported by the Personnel department, by Unit, at the Directors meeting each month.

## 2 At Fault Motor Vehicle Accident Rate

This is a measure of the average "At Fault" accident rate where Council vehicles are involved in an accident that is agreed to be the driver's fault. The indicator will cover plant and vehicle accidents including cars, utilities, twin cabs, and trucks. The undetermined accidents should be included in the year in which they are determined.

Not included are the "Unattended Accidents" and "Not At Fault" claims as determined by the Manager Risk Management and the Fleet Safe Committee.

Current 3 year average of all relevant at fault accidents 133.33 accidents

### Targets

- 6 months target to June 2002 – 130 accidents (3.33% improvement over the original 3 year average accident rate)
- 12 months target to June 2003 – 125 accidents (8.33% improvement over the original 3 year average accident rate)
- 12 months target to June 2004 – 120 accidents (10.00% improvement over the original 3 year average accident rate)

### Important

The driver's At Fault Motor Vehicle Accident Rate will be monitored by Managers. Employees with 3 or more "at fault" accidents in the previous 12 months will be counselled / and or subject to action as proposed by Council's Fleetsafe Committee and endorsed by the Directors.

## 3 Attendance Rate at Training and Development Courses

This performance indicator measures the attendance by staff at training courses organised by the Training and Development Consultant for the purpose of skills development.

The employee's nomination for the course must be received by the employee or their supervisor and either the employee or their supervisor must indicate acceptance of the nomination.

Current participation rate 90.6568% (980 attendees of 1081 enrolled in 2000/01)

### Targets

- 6 months target to June 2002 – 91% participation rate
- 12 months target to June 2003 – 91.5% participation rate.
- 12 months target to June 2004 – 92% participation rate

### Note

The Managers must report to the Training Committee each quarter in March, June, September and December reasons why employees in their Unit did not attend their nominated training.



#### 4 Attendance Rate at OH&S Training Courses

This performance indicator measures the attendance by staff at training courses organised by the OH&S Coordinator as a requirement of their job or for the purpose of increasing on the job safety and reducing on the job risks and accidents.

The employee's nomination for the course must be received by the employee or their supervisor and the employee or their supervisor must indicate acceptance of the nomination.

1999/00	73.40% (654 participants out of 981 enrolled)
2000/01	82.85% (1029 participants out of 1242 enrolled)
<u>Average participation rate 78.125%</u>	

#### Targets

- 6 months target to June 2002 – 85% participation rate.
- 12 months target to June 2003 – 90% participation rate.
- 12 months target to June 2004 – 95% participation rate.

#### Note

Employee's participation in OH&S Training Courses should be monitored by Managers. Managers should report each month at the OH&S Committee Meetings and at the Training Committee each quarter in March, June, September and December reasons why employees in their Unit did not attend their nominated training.

#### 5 OH&S Indicator (Lost Time Injury Rate)

The aim of these measures is to increase employees' awareness of OH&S issues and the effect accidents have throughout the organisation. Safety and accidents are a responsibility of both management and staff.

The Lost Time Injury Rate (claims involving time off work but excludes travel claims and medical treatment only with no time lost) is defined by Australian Standard AS1885.

35.29 Occurrences per million hours worked – 1999
42.46 Occurrences per million hours worked – 2000
38.82 Occurrences per million hours worked – 2001
Average 38.86 Occurrences per million hours worked



#### Targets

- 6 months target to June 2002 – hold the existing average value of 38.86 Occurrences per million hours worked.
- 12 months target to June 2003 – 37 Occurrences per million hours worked (4.49% improvement).
- 12 months target to June 2004 – 36 Occurrences per million hours worked (7.35% improvement on the original number of claims).

**Note**

A saving of 4.49% in the financial year ending 30 June 2003 equates to an estimated saving of approximately \$19,079. A saving of 7.35% to the year ending 30 June 2004 equates to an estimated saving of approximately \$31,232.

**6 Customer Survey Results**

Customer Satisfaction Surveys will be undertaken via telephone to a random sample of 500 Shire residents once a year. Two key questions will be asked as part of these surveys. One is to rate their satisfaction with Council's performance overall. The other is if they have had contact with Council staff either face to face or by telephone, to rate their overall satisfaction with their contact.

**Target**

- Complete two surveys by June 2002 to obtain a benchmark value for the organisation.
- The benchmark will then be evaluated and targets set for 2003 and 2004. The benchmark will be set on the 10 point satisfaction scale for both questions dealing with the customer's overall satisfaction with Council's performance and the customer's overall satisfaction with the Council employee's performance.

Registered Enterprise Agreement  Industrial Registrar
--

**Report Recommendations**

- 1 Payment will be by way of a flat rate corporate performance bonus for all permanent full time, part time and temporary employees participating in the scheme and listed on Council's Payroll System on the 1 July each year. Part time employees will have their bonuses calculate on a pro rata basis based on their hours worked.
- 2 The bonus will be paid on the first pay period on or after 1 August each year.
- 3 In 6 months from 1 January 2002 to 30 June 2002 a corporate performance bonus of \$200.00 per employee will be paid if any 4 of the 6 indicators are reached.
- 4 For the 12 months from 1 July 2002 to 30 June 2003 a corporate performance bonus of \$400.00 per employee will be paid if any 4 of the 6 indicators are reached.
- 5 For the 12 months from 1 July 2003 to 30 June 2004 a corporate performance bonus of \$400.00 per employee will be paid if any 5 of the 6 indicators are reached.
- 6 All employees covered by the Core EA are included in the agreement including those from the Certification Unit and those on contracts but excluding staff identified as senior staff and staff covered by the Waste Services EA.

7 The indicators should be calculated during July each year and evaluated by a committee consisting of

- General Manager
- Director Corporate Services.
- Manager Corporate Development.
- Manager Personnel.
- 2 MEU representatives.
- 1 EHABSA representative.
- 1 Engineering Salaried Officers representative.

