

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA11/4

TITLE: Ballina Shire Council Managers' Enterprise Agreement
2010 - 2013

I.R.C. NO: IRC11/44

DATE APPROVED/COMMENCEMENT: 25 January 2011 / 25 January 2011

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 25 March 2011

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Ballina Shire Council located at Corner of Cherry and Tamar Streets, Ballina NSW 2478, who hold a substantive position within Council's salary structure in the following grades: Grade 19 (Manager 1), Grade 20 (Manager 2), Grade 21 (Manager 3), who fall within the coverage of the Local Government (State) Award 2010.

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

Ballina Shire Council Managers' Enterprise Agreement 2010 – 2013



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Schedule 1

1. TITLE

This Agreement is the '*Ballina Shire Council Managers' Enterprise Agreement 2010-2013*' (**Agreement**).

2. DEFINITIONS

Except where otherwise defined:

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

Award means the *Local Government (State) Award 2010*, as amended from time to time

Council means Ballina Shire Council

depa means the Development and Environmental Professionals' Association

General Manager has as the meaning provided in the *Local Government Act 1993* (NSW)

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

Manager means Council employees as described at subclause 4.2(a)

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

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

3. PARTIES BOUND

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

4. SCOPE AND COVERAGE OF THE AGREEMENT

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

4.2 On commencement of this Agreement:

- (a) The Agreement will cover all Council employees who hold a substantive position within Council's salary structure (as varied from time to time) in the following grades:
- (b)
 - (i) Grade 19 (Manager 1)
 - (ii) Grade 20 (Manager 2)
 - (iii) Grade 21 (Manager 3).
- (c) The Agreement does not displace the Award. The terms and conditions of this Agreement prevail to the extent of any inconsistencies between the Agreement and the Award.

4.3 This Agreement will operate from the date of approval by the New South Wales Industrial Relations Commission and will remain in force for a period of three (3) years.

5. AIMS OF AGREEMENT

The purpose and benefits of this Agreement are to:

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

6. NO FURTHER CLAIMS

6.1 During the period beginning on the date this Agreement is lodged with the Commission and ending on the nominal expiry date, no further claims may be pursued in respect of terms and conditions of this Agreement by a party to the Agreement.

6.2 This clause shall not preclude the parties from varying the Agreement by consent.

7. HOURS OF WORK

The ordinary hours of work for full-time Managers will be 38 hours per week to be arranged on one of the following bases:

- 38 hours within one week provided that at least two days off shall be granted; or
- 76 hours within two weeks provided that at least four days off shall be granted; or
- 114 hours within three weeks provided that at least six days off shall be granted; or
- 152 hours within four weeks provided that at least eight days off shall be granted.

8. REASONABLE ADDITIONAL HOURS

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

9. SPECIAL LEAVE

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

- 9.1 From the commencement of this Agreement, the Manager will be credited one day of special leave for each four weeks of service (pro rata for part-time Managers).
- 9.2 Managers will be entitled to an additional three days of special leave to be used during the annual Christmas/New Year close down (pro rata for part time Managers). A Manager who works during this period may request to take special leave at a time that is mutually agreed to between the General Manager or Group Manager and the Manager.
- 9.3 Time off will be taken at a mutually convenient time and by prior agreement with the appropriate General Manager or Group Manager.
- 9.4 In consultation with the General Manager or Group Manager, the Manager must ensure they utilise their entitlement. The General Manager may direct the Manager to use their accrued special leave within the current settlement period.
- 9.5 A Manager is entitled to carry forward a maximum of five days accrued special leave in any settlement period (**maximum accrual period**). Any hours accumulated above the maximum accrual period will be forfeited at the end of the settlement period.
- 9.6 Where a Manager has a special leave balance above the maximum accrual period, the Manager may seek the written approval of the General Manager or Group Manager to carry forward the accrued special leave balance having regard to the reasons for not being able to take leave, the amount of leave and other relevant circumstances.
- 9.7 Where a Manager's employment is terminated (either by resignation or termination), the Manager must use accrued special leave during that notice period. Where a Manager is unable to use accrued special leave during the notice period due to the direction of the General Manager or Group Manager, the requested period will be paid on termination (up to a maximum of five days).
- 9.8 Except as provided in subclause 9.7, accrued special leave is not payable on termination.

9.9 Nothing within this clause prevents the General Manager or Group Manager exercising their discretion to provide additional benefits to the Manager.

10. FLEXIBLE WORKING HOURS

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

11. ALLOWANCES AND REIMBURSEMENTS

The following allowances shall apply to part-time and full-time employees at the same rate.

11.1 Internet Allowance

Council will continue to provide Internet as per the Council's remote access policy or at the Manager's request reimburse the Manager's monthly personal Internet access costs at the Manager's residence to facilitate remote access (maximum of \$80 per month inclusive of GST).

11.2 Health & Wellbeing Allowance

Council will make available a reimbursement of up to a maximum of \$500 in a settlement period (including any fringe benefits tax amounts) for the purposes of health and fitness activities, limited to:

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

11.3 Professional Development Allowance

- (a) Council will make payment of up to a maximum of \$500 in a settlement period (including any fringe benefits tax amounts) towards the membership of a professional development association or accreditation requirements supplementary to the position.
- (b) The Manager must supply Council with an invoice or equivalent evidence of such expense.
- (c) Council may reasonably refuse a request where the membership or accreditation is not directly relevant to the Manager's position.

12. EQUIPMENT STANDARDS

The following is subject to the availability of the equipment and operational requirements of Council and shall remain the property of Council:

12.1 **Mobile Phones**

- (a) Managers will be entitled to the use of a 'personal digital assistant' (PDA) mobile phone or equivalent, including iphones (up to the value of \$1,000) as per Council's policies.
- (b) Where available, Council will allow the inclusion of two additional mobile telephone numbers per Manager on Council's mobile account, with all usage of these two additional mobile services to be fully reimbursed to Council on a monthly basis. These services are able to be transferred to Council ownership and transferred back to the ownership of the Manager once only or exceptional circumstances.

12.2 **Laptops**

Managers will be entitled to the use of a laptop (not older than 4 years), for business and private use.

12.3 **Vehicles**

- (a) Managers will be entitled to the private use of a vehicle in accordance with Council's Light Motor Vehicle Policy. Managers will be given the right to select the type, colour and make (i.e. wagon) subject to the vehicle complying with Council's Light Motor Vehicle Policy including but not limited to the identified lease fee for the vehicle.
- (b) Managers will also have the ability to select the model one above the base model for a vehicle included in the Light Motor Vehicle Policy, subject to the Manager reimbursing the additional cost of that vehicle to Council as part of an additional lease fee.
- (c) Approval is at the General Manager's discretion.

13. LONG SERVICE LEAVE

13.1 Taking long service leave

An ongoing Manager may elect to take long service leave in accordance with the completed years of eligible service:

Completed Years of Eligible Service	LS Leave Entitlement Minimum Allowed	Accrued LS Leave Entitlement (Award)	Payment Entitlement
More than 10 years but less than 15 years	8 weeks leave	13 weeks leave	at up to 13 weeks pay
15 years or more but less than 20 years	12 weeks leave	19.5 weeks leave	at up to 19.5 weeks pay
After 20 years of service	16 weeks leave	30.5 weeks leave	at up to 30.5 weeks pay
For every completed period of 5 years' service thereafter	4 weeks leave (each subsequent period of 5 years)	11 weeks leave (each subsequent period of 5 years)	at up to 11 weeks pay (each subsequent period of 5 years)

13.2 Request to cash out long service leave

A Manager may make a request to cash out their credited long service leave entitlement in accordance with the following conditions:

- (a) The Manager must elect to cash out long service leave. Council must not apply undue influence or duress in the Manager electing to cash out long service leave.
- (b) The request must be in writing and be signed by the Manager. The request must stipulate state the amount of credited Long Service Leave entitlement to be cashed out;
- (c) The Manager must have completed at least 10 years of eligible service prior to making the request to cash out long service leave (of which at least five years of service is with Council immediately prior to the request);
- (d) The Manager must maintain a balance that would ensure that the Manager is able to take the required minimum long service leave period pursuant to the *Long Service Leave Act 1955* (NSW). In calculating the balance, prior long service leave taken into account;
- (e) The payment in lieu of the amount of paid long service leave must be at the rate that is no less than the rate that, at the time of the election is made, is the Manager's ordinary rate of pay; and
- (f) Approval is at the discretion of the General Manager or Group Manager.

14. RATES OF PAY

14.1 The Agreement categorises positions into classifications / grades according to their authority and accountability, judgment and problem solving, specialist knowledge and skills, management skills, interpersonal skills and qualifications and experience as provided in **Schedule 1**.

14.2 The rates of pay for full-time Managers are provided at **Schedule 1** apply from first pay period after the commencement of this Agreement.

15. SIGNATORIES

Signed for and on behalf of Ballina Shire Council:

Signature: _____ Date: _____
Paul Hickey
General Manager

Witness: _____

Position: _____

Date: _____

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

Signature: _____ Date: _____
Secretary

Witness: _____

Position: _____

Date: _____

Signed for and on behalf of the Local Government Engineers' Association of New South Wales:

Signature: _____ Date: _____
Secretary

Witness: _____

Position: _____

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

Signature: _____ Date: _____
Secretary

Witness: _____

Position: _____

16. SCHEDULE 1

CLAUSE 14 – RATES OF PAY FOR FULL-TIME MANAGERS: PERFORMANCE BASED, CLASSIFICATION SYSTEM OF PAY AND SALARY SYSTEM

The identified positions below have been classified into the following Grades:

GRADE	CLASSIFICATION SYSTEM OF PAY
Classification	Organisational Position
Manager Level 1 (ML 1)	[Deliberately left blank]
Manager Level 2 (ML 2)	Manager Information Services
	Manager Risk & Human Resources
	Manager Corporate Communications & Tourism
	Manager Building Services
	Manager Public & Environmental Health
	Manager Development Services
	Manager Infrastructure Planning
	Manager Open Spaces & Reserves
	Manager Support Operations
	Manager Airport Business
Manager Level 3 (ML 3)	Manager Water & Sewer & Waste
	Manager Finance & Administration
	Manager Engineering Works

CLAUSE 14 – REMUNERATION AND MINIMUM RATES OF PAY (PRO RATA FOR PART TIME MANAGERS)

RATE OF PAY

GRADE	Minimum Rate Per Week \$	Step 1	Step 2	Step 3	Step 4
ML 1	\$1,511.30	\$1,564.20	\$1,618.95	\$1,675.62	\$1,734.27
ML 2	\$1,599.48	\$1,655.47	\$1,713.42	\$1,773.39	\$1,835.46
ML 3	\$1,687.65	\$1,746.72	\$1,807.86	\$1,871.14	\$1,936.63