

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA17/05

**TITLE:** The Hills Shire Council Enterprise Agreement 2018 - 2020

**CASE NO:** 2017/88872

**DATE APPROVED/COMMENCED:** 5 April 2017 / 1 July 2017

**TERM:** 36 months

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:** 6 October 2017

**NUMBER OF PAGES:** 20

**COVERAGE/DESCRIPTION OF EMPLOYEES:** The agreement applies to all employees employed by The Hills Shire Council located at 3 Columbia Court, Baulkham Hills NSW 2153, who fall within the coverage of the Local Government (State) Award 2014, with the exception of Senior Staff designated in accordance with the provisions of the Local Government Act.

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

THE HILLS SHIRE COUNCIL  
**ENTERPRISE AGREEMENT**  
**2018 - 2020**

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## **1. TITLE**

This agreement shall be known as The Hills Shire Council Enterprise Agreement 2018-2020.

## **2. PARTIES TO THE AGREEMENT**

This Agreement has been entered into between The Hills Shire Council, a Council constituted under the Local Government Act, 1993, and the following parties:

- Employees of The Hills Shire Council via the chairperson of the JCC (symbolic);
- The Development and Environmental Professionals Association;
- United Services Union; and
- Local Government Engineers Association.

The parties to this agreement are committed to the participation of Employees in the negotiation of this Agreement and its successors. Accordingly, the parties have taken the following steps:

- a) At the outset of negotiations, the JCC and the Unions conducted a survey of Employees prior to presenting logs of claims;
- b) A representative of the JCC and each of the parties to this agreement have been present at each of the negotiation meetings;
- c) The Council encourages its members to participate in workplace decisions and supports the involvement of its staff in Unions and the JCC;
- d) The current chair of the JCC, at the time this Agreement commenced, has signed this agreement as a general symbolic acknowledgment of the participation of Employees in this Agreement.

## **3. APPLICATION**

This agreement will apply to all persons (current and future) employed by The Hills Shire Council with the exception of Senior Staff designated in accordance with the provisions of the Local Government Act.

## **4. DATE AND PERIOD OF OPERATION**

This agreement shall take effect from the beginning of the first pay period following 1 July 2017 and remain in force for a period of three (3) years. The parties undertake to commence renegotiation of this agreement by July 2019. In the event that the agreement is not renegotiated prior to 30 June 2020 this agreement will cease on 30 June 2020.

## **5. RELATIONSHIP WITH OTHER AWARDS**

This agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 2014, or any Award which may supersede this Award.

Where this agreement is silent, the terms and conditions of the Award and all variations thereafter, will apply.

Subject to the preservation of any minimum conditions prescribed under the NSW Industrial Relations Act any subsequent amendments made to the parent Award after the date of this agreement's registration, will be included in the terms and conditions of this agreement subject to mutual consent between the parties.

## 6. DEFINITIONS

<b>Award</b>	The Local Government State Award (2014) and its successor.
<b>Contract Employee</b>	Employees who are engaged on an individual performance based agreement known in Council as a "Contract".
<b>Council</b>	The Hills Shire Council.
<b>Employee</b>	Current or future workers employed by The Hills Shire Council to undertake paid work.
<b>FBT</b>	Fringe Benefits Tax.
<b>Group</b>	A collection of Teams directed by a direct report to the General Manager (Group Manager).
<b>JCC</b>	The Joint Consultative Committee or representative group of The Hills Shire Council Employees.
<b>Manager</b>	A person who reports directly to a Group Manager, or a place manager.
<b>Operations Field Workers</b>	Employees receiving a wage who perform operations maintenance.
<b>Supervisor</b>	A person in a position holding delegated authority to approve leave and overtime.
<b>Team</b>	Is a designated work team, responsible for achieving agreed work outputs.
<b>The Hills Shire Plan</b>	Operational plan for the Council, contains performance measures and targets. Can be found on Council's website
<b>Union</b>	The Development and Environmental Professionals Association, United Services Union and Local Government Engineers Association

## **7. AIMS AND OBJECTIVES OF THIS AGREEMENT**

The parties to this Agreement are committed to co-operating positively to improve the efficiency and effectiveness of the services provided by The Hills Shire Council. More specifically this agreement will aim to:

- Improve customer service outcomes;
- Maintain best practice workplace health and safety;
- Improve the organisational performance standards; and
- Improve productivity.

Council will facilitate better performance from its Employees by:

- Providing structured performance monitoring and improvement opportunities through Team Meetings;
- Providing links between performance indicators and community outcomes;
- Promoting better understanding of customer service expectations; and
- Rewarding improved performance and productivity.

## **8. ORGANISATIONAL PERFORMANCE**

The parties to this agreement commit to the regular measurement of organisational performance and communication of outcomes.

Employees will support organisational performance by aiming to achieve targets set in this agreement:

Council will support the achievement of organisational performance by:

- Investment in workplace health and safety training;
- Communicating the results on a quarterly basis and provide training in relation to The Hills Shire Plan;
- Collect data on hazards proactively identified;
- Continuous improvement initiatives to improve safety and work processes;
- Providing sick leave statistics at the JCC monthly meetings;
- Encouraging cross functional interaction and work ownership.

## **9. TEAM PERFORMANCE**

The parties to this agreement commit to the regular measurement of team performance.

Employees will aim to achieve the business standards as set out in Council's Hills Shire Plan or its successor and attend monthly team meetings.

Council will support the achievement of measures by:

- providing professional development for Managers that includes compulsory attendance at Council meetings a minimum of two (2) times a year, including when The Hills Shire Plan targets are agreed or when end of year results are provided; and
- facilitating learning and development activities that promote understanding of Council's integrated planning structure and understanding performance measurement.

The Manager will support the achievement of team performance by holding a quarterly meeting with all staff to discuss results.

## **10. INDIVIDUAL PERFORMANCE**

The parties to this agreement are committed to reducing unnecessary absences that impact on the productivity of teams and customer service.

## **11. PERFORMANCE PLANNING AND REVIEW**

The parties commit to working together to measure and monitor Council's organisational and Team performance. Performance planning and review will be a Team based activity where Employees will be provided with on-going feedback regarding their performance. Performance planning and review must include the following activities:

- Annual Team business planning workshop facilitated by the Manager. This will also include determining measures and a business plan;
- Annual Team learning and development Plan;
- Monthly Team performance discussions at team meetings. A performance discussion includes sharing measures and developing improvements;
- Quarterly performance report/presentation to the executive by the Manager.

Attendance at these activities will be documented and all Employees are expected to participate.

Where an Employee has not reached the maximum step of their pay grade, an additional individual performance review will be conducted to determine progression to the next grade.

## 12. PRODUCTIVITY AND PERFORMANCE BONUSES

Council will commit to recognising improved productivity and performance by providing Employees with the opportunity to receive performance bonus payments linked to the achievement of improved organisational and individual productivity and performance. Over the life of this agreement, an Employee is eligible to receive annual performance bonuses if they achieve the following targets:

Bonus	Target	Incentive
<b>Group Sick Leave Bonus</b>	Average of 5 days or less per employee per year	0.50% of annual salary.
<b>Safety Bonus (Number of lost time injuries per million hours worked)</b>	Average of 7.5 or less per year.	\$750 for permanent full time employees, pro rata for permanent part time.
<b>Organisational Customer Satisfaction Bonus</b>	Year 1 – 92% or greater. Year 2 – 93% or greater. Year 3 – 94% or greater.	1.0% of annual salary.
<b>Group Hills Shire Plan Bonus</b>	All Hills Shire Plan targets achieved for the Group.	\$750 for permanent full time employees, pro rata for permanent part time.
<b>Individual Sick Leave Bonus</b>	4 days or less Sick Leave per financial year*	1.0% of annual salary.

## 13. PAYMENT OF BONUSES

Bonuses will be paid on by 30 September each year.

Bonuses will be paid to individuals who meet the targets set out in the above table.

\* The individual sick leave bonus is payable for permanent Employees based on an Employee working on a full time basis for the entire financial year. Employees on annual leave, or long service leave or paid parental leave greater than 3 months, or permanent Employees who have not worked full time for the financial year will be entitled to a bonus based on the proportion of hours they worked. For example, if an Employee worked 50% of the normal hours of a full time Employee for the financial year, their target would be 50% of the full time Employee's target (i.e 2 days).

The sick leave bonus is calculated on sick leave (including health and wellbeing), carers leave and concurrent parental leave.



The calculation of sick leave bonus is based on the hours worked. For example, employees working 8.5 hours per day, 8.5 hours used for calculation purposes for a day.

The Individual Sick Leave bonus target for child care workers is 5 days of sick leave or less per financial year.

The sick leave bonus will need to be repaid if a leave request affected by this bonus is received for that financial year after 1 August.

The individual sick leave bonus will be increased to 1.25% if 92.5% of staff have annual leave balances of less than 7 weeks;

- Calculation will be limited to employees under the age of 60 years old and employees with greater than 1 year of service.

The Group sick leave bonus measure calculation will not include carers leave for Employees who have had more than 6 days carers leave in the financial year, however it will include any sick leave they have taken. Employees who have had more than 6 days carers leave will also not receive the Group sick leave bonus.

The Group bonus results will apply to Employees who work permanently with that Group as at 30 June each year.

Bonus payments to new Employees will be paid on a pro-rata basis for employment duration in that financial year. Bonus payments are not payable to Employees who terminate their employment, prior to the date of the bonus payment.

In the instance of an Employee going on approved parental leave, maternity leave or leave without pay for some of the financial year, bonus payments will be paid on a pro-rata basis.

Casual Employees, in lieu of a bonus payment, will receive a loading of 26%, if all The Hills Shire Plan targets are achieved.

The calculation of the Group sick leave bonus excludes employees who leave during the financial year.

## **14. ANNUALISATION OF RDO TIME WORKED WITH LOADING**

Council would like to maintain good levels of service to customers at all times, by managing public holidays and RDOs in the same fortnight, particularly when there are seasonal factors.

Operations Field Workers may choose to work RDOs during fortnights containing a public holiday (excluding Christmas and New Year) in exchange for being paid for those days at 50% loading on top of normal pay, providing the arrangement satisfies Council work requirements. This means

Employees will receive 10 days pay, as normal, for the fortnight containing a public holiday. In addition they will also receive 1.5 days' pay for working their RDO during that period, annualised over the financial year.

The payment will be annualised and paid weekly.

Council requirements to offering this arrangement include but are not limited to:

- Whether the level of participation will result in adequate operational critical mass within each team to make the arrangement worthwhile.
- How Operations Field Workers operate within the spirit of this arrangement. Ideally Operations Field Workers should be taking a minimum of annual leave during fortnights containing a public holiday. If excessive annual leave is taken during the fortnights where RDOs are worked, then Council will reserve the right to not offer this arrangement in year 2 and/or year 3 of this agreement.

Operations Field Workers who wish to participate in this arrangement will also need to comply with the following conditions:

- They will work all RDOs during a fortnight containing a public holiday (excluding Christmas and New Year);
- They will need to commit to this arrangement at the beginning of the financial year for the entire financial year;
- No accumulation of RDOs unless previously agreed by the Manager;
- Annual leave balance cannot exceed 8 weeks at any time.

## **15. ANNUALISATION OF VARIABLE LEAVE WORKED/NOT TAKEN**

In order to provide improved access to services for customers, Employees entitled to variable leave may choose to work their variable leave day and be paid at the current rate of pay with an additional loading of 20%, annualised.

Employees who choose to work variable leave days will be required to surrender any other outstanding variable leave at normal rates of pay, annualised.

Employees and their Managers will both need to agree to this arrangement. Criteria includes:

- No more than 4 instances of unplanned absences in the previous 12 months;
- No more than 6 weeks annual leave accrued;
- Only available where a business need exists due to workload;
- Requires approval by General Manager.

Employees who wish to participate in this arrangement will need to commit to a minimum period of 3 months of working their variable leave days. The maximum period of the arrangement will be 12 months.

Council reserves the right to withdraw an Employee's annualisation of variable leave arrangement if an Employee has subsequently been requested by their Manager to provide proof of illness for future unplanned absences.

Where a Child Care Centre Director determines there is a business need and the Employee agrees, THSC will pay out variable leave days not taken at ordinary rate of pay.

## **16. SALARY INCREASES**

Salary increases shall be paid in line with Award increases approved by the Industrial Relations Commission. In the event that the increase in any year of this agreement exceeds 2.6%, bonuses will be reduced in proportion to the salary increase.

## **17. SICK LEAVE**

This provision shall replace the provision outlined in Section 21A(i)(c) of the Award.

Proof of illness is not required from an Employee. The Manager can however request proof of illness for future unplanned absences or on the day of the illness if there is reasonable doubt about the pattern or nature of the Employee's illness. When requested the proof of illness shall indicate the Employee's inability to undertake their normal duties on the relevant dates.

Unplanned absences will be reviewed quarterly by the Manager. If there are concerns with individual Employees, Council reserves the right to revert to the Award for sick leave.

## **18. CONTRACT SPECIAL LEAVE**

Contract Employees will receive eight (8) days Special Leave per annum, in recognition of time worked in excess of 35 hours a week, to be taken at a time as agreed by Council and the Employee.

## **19. SALARY PACKAGING/SALARY SACRIFICING**

This section expands on clause 13 of the Award.

Council will accommodate employees' requests, where practical, for salary packaging which enables an employee to receive part of their pre-tax salary as a benefit rather than salary. Employees can select a combination of cash, superannuation, fringe benefits and any other remuneration component that is offered by Council.

### **GST**

All benefits provided for salary packaging are valued at GST exclusive costs unless FBT legislation defines them as Type 1 Benefits.

Benefits offered

Council will offer salary packaging arrangements, subject to ruling from the ATO, for benefits such as, but not limited to:

- Childcare at Council provided centres;
- Additional superannuation;
- Professional memberships;
- Novated vehicle lease;
- Other items associated with the employees work including brief cases, calculators and tools of trade.

Costs associated with the administration of salary packaging will be met by Council.

An employee may elect at any time to stop salary packaging by giving at least twenty-eight days formal notice. The stopping of salary packaging arrangements with Council will not cease any personal financial obligations an employee has with a third party in relation to the benefit including but not limited to novated car lease payments, childcare fees etc.

It is recommended that employees seek independent financial advice if they are proposing to salary sacrifice.

The salary packaging year runs from 1st April to 31st March and is the same as the FBT year.

## **20. HIGHER DUTIES**

This clause expands on clause 10 of the Award.

An Employee, including Contract Employees, who is required to relieve in a position at a higher level within the organisation, shall be paid at least the minimum rate for that position.

If the General Manager, Group Manager, Manager, or Supervisor, is absent, unless the Group Manager or Manager determines that there is not a need for an acting role, they will be relieved by an Employee from within the organisation who will be paid the rate for that position depending on their skills, qualifications and experience.

Non Contract Employees acting within Contract Employee roles will be entitled to the Basic Package Rate Salary, excluding overall Package inclusions.

For an Employee to receive Higher Grade Pay, they must be at work and will not be paid at higher grade rates for less than one (1) day.

This clause is not intended to allow escalation of higher duties throughout hierarchy, but to cover essential duties and responsibilities.

## **21. SPECIAL LEAVE**

Pay will not be reduced when an Employee is legitimately engaged with the SES Rural Fire Services or other volunteer emergency services. A special leave form will need to be signed by the General Manager after the event and a letter from the emergency service to confirm engagement in an emergency. If special leave exceeds 5 days in a financial year the Manager's prior approval will be required.

If an Employee can genuinely not get to work due to bushfires or floods, a special leave form will also need to be signed by the General Manager.

## **22. PURCHASED LEAVE**

Employees may elect to participate in a purchased leave scheme. Purchased leave is additional leave that is funded by Employees taking a reduction in pay.

Employees have an option, subject to Manager's approval, to receive 50 weeks of pay spread over the 52 weeks of the financial year. Manager's approval includes the following criteria:

- No more than 6 weeks annual leave accrued at time of applying for purchased leave;
- No more than 4 instances of unplanned absences in preceding 12 months at time of application;
- No more than 6.5 weeks Long Service Leave accrued at the time of applying for purchased leave.

Employees must apply for the leave in writing prior to the commencement of each financial year. This arrangement provides the employee with an additional 2 weeks of leave over the financial year. The additional 2 weeks cannot be accrued and must be taken each financial year. If the employee is unable to take the purchased leave within the financial year, the deductions made from their salary in excess of the value of leave taken will be repaid to the employee at the end of the financial year. It is advisable that the Employee uses their purchased leave prior to taking other statutory leave entitlements in order to prevent reimbursement for unused self-funded leave at the end of the financial year.

## 23. OVERTIME

This provision shall replace the provision outlined in Section 19 A.(v) of the Award.

An Employee directed to work in excess of ordinary hours may only elect to be paid the appropriate overtime rate.

An Employee (other than a casual) who works four or more hours overtime:

- (a) between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift so that they have not had at least ten (10) consecutive hours off duty between those times, or
- (b) on days other than ordinary working days so that they have not had ten (10) consecutive hours off duty in the fourteen (14) hours preceding the employee's ordinary commencement time on the next ordinary working day,

shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an Employee is instructed to resume work without having had ten consecutive hours off duty, the Employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay.

This clause only applies to Employees who are on call or called back to work:

- for four hours or more, or
- on consecutive days without having had a ten hour break, or
- on more than one occasion during the day outside of the four hour period.

## 24. FLEXIBLE WORKING ARRANGEMENTS

Council will consider working from home arrangements for Employees who meet the following criteria:

- a) the work being conducted is conducted within normal business hours;
- b) there are no negative operational or resourcing impacts on the team;
- c) the measurable outcomes and terms of the arrangement are documented and monitored on a monthly basis by the Manager;
- d) the General Manager will review all flexible working arrangements on an annual basis.

All full time Employees on 38 hours per week will continue to have their 9 day fortnight arrangements, subject to clause 14 of this agreement. All full time Employees on 35 hours per week may maintain their 14 day/ 3 week arrangements, as were in place at the time of signing this agreement.

## **25. LEARNING AND DEVELOPMENT**

The parties recognise that in order to achieve increased efficiency and productivity for Council, a significant investment and commitment to structured training and skill development is required.

Council will provide safety and governance training as decided by management, in consultation with the JCC.

Council will continue to support professional development, this includes training to maintain a professional status relating to their role.

## **26. PHASED RETIREMENT**

The organisation recognises the need to retain the experience of its mature workers reaching retirement. A permanent Employee from the age of 55 who has been continuously employed with Council for a minimum period of 5 years may make application to reduce full-time work to part-time work to accommodate phased retirement. The organisation has a duty of care to ensure the arrangements take into account the needs of the business and work/life balance for the Employee.

Prior to discussions regarding terms and conditions under which part-time work is introduced as part of phased retirement, the Employee must make the initial request.

Before commencing part-time employment, the parties must agree:

- That the Employee's role is suitable for part-time work;
- On the work to be performed;
- The commencement and duration of part-time employment;
- The spread of hours should be negotiated between Employee and Manager/Group Manager;
- The requirement to undertake succession planning.

All pay and leave entitlements shall apply on a pro-rata basis for part-time Employees.

## **27. CHILD CARE EXPENSES ASSOCIATED WITH ADDITIONAL HOURS**

Where Employees are required by Council to work outside their agreed and/or ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Supervisor or Manager, the Employee will be reimbursed for reasonable childcare expenses incurred.

Employees are required to advise the Manager of the likely cost of childcare in advance. Evidence of expenditure incurred by the Employee must be provided to the Manager as soon as possible after the working of such overtime.

## **28. HEALTH AND WELLBEING**

This section replaces section 24 of the Award.

To support health and wellbeing, Council will offer health and wellbeing leave as a trial for this agreement, with no obligation to extend beyond this period.

The parties to this EA accept the evidence that employees with higher levels of health and well-being are more productive, take fewer sick days and provide benefits to the employer out of proportion to the employer-supported initiatives to encourage health and wellbeing. This initiative is aimed at building on the minimum provisions of the Award and developing a broad and inclusive approach to allow employees to make application for health and well-being leave which they believe will improve their levels of health and wellbeing.

Employees can apply for up to 2 days leave in a financial year for health and wellbeing purposes. This leave is deducted from the Employee's Award sick leave entitlements.

Reasons for health and wellbeing days would fit generally within concepts of health, fitness, exercise, improved health benefits, as well as mental health in times of stress.

Health and wellbeing leave will need to be requested at least 1 week in advance of the proposed date of leave. When applying for health and wellbeing leave, the Employee will need to explain in writing the nature of the health and wellbeing activity and what health and wellbeing benefits it will bring. The Manager will have discretion whether or not to approve health and wellbeing leave. Factors that may lead to health and wellbeing leave being refused include:

- (a) The Employee has received a letter from the Manager requesting that sick leave certificates are required;
- (b) the Employee has not been able to establish reasonable health and wellbeing benefits;
- (c) The request does not appear genuine;
- (d) The requested leave date will not adversely affect business needs, applying the same approach as requests for annual leave and long service leave;
- (e) The taking of paid leave under this clause must not result in the employee having an accumulated sick leave balance of less than three (3) weeks;

Employees are encouraged to embrace fair and reasonable treatment of health and wellbeing leave, not make spurious or unacceptable applications and should not use the leave for purposes other than



that approved. Inappropriate behaviour in relation to using health and wellbeing leave will be treated as any other inappropriate behaviour with other forms of leave.

Council may require proof of participation in the health and/or wellbeing activity to justify payment under this clause.

Reasons for health and wellbeing leave will be subject to audit internally and by unions.

Health and wellbeing leave taken is included in the calculation of group and individual sick leave bonuses.

The health and well being trial is also conditional to organisation sick leave taken not exceeding an organisational average of 7 days in any 12 month period.

Council reserves the right to revert to the Award if future Award changes to health and wellbeing occur in the Award.

Council commits to providing Employees with the opportunity to attend annual skin cancer screening with an approved provider. The initial consultation can be claimed on Medicare, however any additional treatment will be at a cost to the Employee.

Flu vaccinations will continue to be offered to Employees at the Council's expense.

Council also commits to providing an Employee Assistance Scheme, to all Employees who need professional counselling and assistance, to a reasonable level of assistance, to address their personal challenges which may be affecting their performance.

To support the wellbeing of our employees, Council will commit to contracting the services of a professional counsellor to provide all employees and their immediate families with access to a confidential Employee Assistance Program.

## **29. CHRISTMAS SHUTDOWN FOR NON CONTRACT EMPLOYEES**

Employees who, as at the 30 November each year, have in excess of ten weeks annual leave accumulated will be required to take ten days leave over the Christmas/New Year period, or have in excess of eight weeks will be required to take five days leave over the Christmas/New Year period, subject to the following conditions: -

- (a) For Employees with in excess of 10 weeks, leave can consist of three Variable Leave/Rostered Days Off / Annual Leave days between the Christmas/New Year period and two weeks (10 days) annual leave in the first week of January. Employees with in excess of 8 weeks, leave can consist of three Variable Leave/Rostered Days Off / Annual Leave days between the Christmas/New Year period and one week (5 days) annual leave in the first week of January.

(b) Employees over the age of sixty can elect to be exempt from this provision to aid in financing their upcoming retirement.

Unless requested by a Manager, all employees will be required to take leave between Christmas and New Year public holidays. The leave can consist of variable leave, rostered day off, contract special leave, annual leave or long service leave. Managers will advise which employees required to work during this period no later than 30 November.

### **30. BEREAVEMENT LEAVE**

In the unfortunate loss of a child, spouse or partner, the entitlement will be five days bereavement leave with pay.

### **31. FUNERAL ATTENDANCE LEAVE**

Group Managers will have discretion to approve funeral attendance leave upon application by an Employee.

### **32. VARIABLE LEAVE /TIME IN LIEU**

Council will provide permanent full time Employees engaged in the functions listed under Section 18 A(ii) of the Award, the opportunity to participate in a Variable Leave Scheme.

The standard core hours for these Employees will be starting times of 8.00am-8.30am and finishing times of 4.30pm – 5.00pm with a one hour lunch break. Employee core hours for Child Care, Libraries and Rangers are as listed in 18 (c)(ii) of the Award.

Employees participating in the scheme will work 37.5 hours per week and be paid for 35 hours per week, to accrue an extra 2.5 hours to be used as a Variable Leave Day every three (3) weeks, at a time agreed by Council and the employee.

Accumulation of variable leave and time in lieu in total will be capped at three (3) days, however variable leave and time in lieu balances in total are required to be reduced to a maximum of one (1) accumulated day by the last pay period in January and July of each year for the life of this agreement. Employees who exceed the capped limits without documented approval of the General Manager will not be entitled to receive any bonuses for that financial year.

The calculation of days in the variable leave cap is based on the hours worked. For example, if Employees work 7.5 hours per day, 7.5 hours is used for calculation purposes for a day.

### **33. ROSTERED DAYS OFF**

Council will provide permanent full time Employees engaged in the functions listed under Section 18 A (i) of the Award, the opportunity to participate in a (9) day fortnight.

The standard core hours for these Employees will be between starting times of 6.30am - 7.30am and finishing times of 3.30pm - 4.30pm with a thirty (30) minute lunch break.

Employees participating in this scheme will work an average of 38 hours per week over a fortnight to accrue an extra 7.6 hours as a Rostered Day Off every fortnight. The Employee will commit to a designated start and finish time within the core hours and the Rostered Day Off must be taken at a scheduled time. It cannot be accrued and can only be altered by agreement with management.

### **34. PART TIME EMPLOYMENT**

Where part-time Employees are requested to work outside their standard hours, and less than 48 hours' notice has been given, a 25% loading will apply.

### **35. PROFESSIONAL INDEMNITY**

Council will hold adequate and appropriate insurance to cover potential liabilities (including legal fees and related expenses) of the Employer and Employee who is party to this agreement.

### **36. JOURNEY COVER**

Council will hold insurance for Employees to cover the journey to and from their approved workplace, subject to the limits, exclusions, terms and conditions of the insurance policy.

### **37. CASH OUT LONG SERVICE LEAVE**

Employees can choose to cash out Long Service Leave, as long as 6.5 weeks remain. The maximum cash out amount in a 12 month period is 4 weeks at ordinary rate of pay.

Council reserves the right to withdraw this obligation if future Award changes contemplate cashing out of long service leave.

### **38. CHOICE OF SUPERANNUATION FUND**

This section replaces section 14 of the Award.

Employees can elect to have their superannuation contributions paid to a superannuation fund of their choice.

Local Government Super will be the default supplier if no nomination is received from the Employee.

## **39. DISPUTE RESOLUTION PROCEDURES**

Section 35 of the Award applies to this agreement.

Signed in agreement for and on behalf of Council

Dave Walker  
General Manager

Date:

In presence of witness (name and signature):

Date:

Signed in agreement for and on behalf of United Services Union of Australia, New South Wales

Graeme Kelly  
General Secretary

Date

In presence of witness (name and signature):

Date:

Signed in agreement for and on behalf of the Development and Environmental Professionals Association of New South Wales

Ian Robertson  
Secretary

Date:

In presence of witness (name and signature):

Date:

Signed in agreement for and on behalf of the Local Government Engineers Association of New South Wales

Martin O'Connell  
Director

In presence of witness (name and signature):

Date:

Signed in agreement on behalf of the Joint Consultative Committee

Daniel Giffney  
Chairperson

Date:

In presence of witness (name and signature):

Date: