

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/300

TITLE: Wollongong City Council Enterprise Agreement

I.R.C. NO: 98/5302

DATE APPROVED/COMMENCEMENT: Approved 28 October 1998 and commenced 1 July 1998

TERM: 36 Months

NEW AGREEMENT OR  
VARIATION: New. Replaces EA98/155

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 249



COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Wollongong City Council

PARTIES: Wollongong City Council -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, 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

*Amended 27/6/94*

*See 02/265*



# *ENTERPRISE AGREEMENT*



*1/7/1998 – 30/6/2001*

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**VISION**  
"To be a community focused Local Authority of excellence"

*Delivery of services that provide quality outcomes which are:*

- *Efficient*
- *On Time*
- *Customer Focused*
- *Cost Effective*
- *Competitive Quality Service*

Lead to

**OBJECTIVE 4  
(BENEFITS)**

Provide benefits to customers, the community and employees

and

**OBJECTIVE 3  
(PARTNERSHIP)**

To develop & maintain a partnership between unions & employees as the key to demonstrating the competitiveness of council's employees and maintaining employment security for all employees

and

**OBJECTIVE 2  
(PEOPLE)**

To use our own committed skilled and responsive employees to provide our quality services on a competitive basis

and

**OBJECTIVE 1  
(QUALITY OPERATION)**

To demonstrate and prove that we can provide efficient, on time, cost effective and competitive quality services to our customers and the community



**MISSION**

"To enhance our Community's lifestyle and environment through effective leadership, community involvement and commitment to service"

# PART A      FRAMEWORK

## 1      TITLE

This Agreement shall be known as the Wollongong City Council Enterprise Agreement.

## 2      PARTIES BOUND

The Parties bound by this Agreement are the Wollongong City Council, Unions listed in Part H.

## 3      AREA INCIDENCE AND DURATION

This Agreement will regulate the terms and conditions of employment for all Wollongong City Council employees and terminates the Enterprise Agreement No 155/1995.



This Agreement shall operate on and from 1 July 1998 and shall remain in force for a period of 3 years from that date.

## 4      STATEMENT OF INTENT

This Enterprise Agreement recognises that the challenges ahead have increased since the last Agreement.

Competition Policy has been on the agenda for Federal and State Governments for some time. The New South Wales Government has addressed the direction via "National Competition Policy, NSW Government".

In negotiating this Enterprise Agreement, Wollongong City Council, Unions and employees (the Partners) have rejected the views that the only way to become efficient and a customer-oriented organisation is wholesale privatisation and competitive tendering. Wollongong City Council has no intention of introducing competitive tendering during this agreement. However the Partners will need to demonstrate "best value" services for its customers.

It is the objective of this Agreement to achieve efficient, on-time, cost effective and competitive quality services. This will apply principles of best practice to provide an efficient customer-oriented public sector organisation conscious of environmental issues and social issues.

The framework for Quality Management will involve the principles of:

- Customer focus.
- Teamwork.
- Data and measurement.
- Continuous improvement.

## 5 COMMITMENT

Our approach views the challenge being an opportunity. The Partners agree that the best approach is through the establishment and commitment to:

- A constructive and committed partnership of management, unions and employees to identify, evaluate and implement quality services and products;
- Carefully manage the process of competitive analysis and market testing;
- Manage organisational change through consulting;
- Employees being treated with fairness and equity; and
- Enhancing employment security through being competitive.
- Continue to develop and enhance youth employment opportunities (eg cadets, apprentices, trainees, etc).
- Create a workplace in which all employees want to be involved in proving our competitiveness and generate competitive performance.
- Jointly develop and manage proposals for workplace change through communication and the sharing of information and the provision of resource support and training.
- Council will not promote or offer individual Agreements.

The Partners are committed to Wollongong City Council being recognised as a benchmark in Australia for offering quality services, value for money for ratepayers, and a model employer.

## 6 VISION STATEMENT

Our vision is "to be a community focused local authority of excellence".

## 7 COUNCIL'S MISSION

It is Council's mission to "enhance our community's lifestyle and environment through effective leadership, community involvement and commitment to service".



## 8 COUNCIL'S VALUES

In everything we do, we will always:

- Assess our community's needs and respond to them,
- Improve the quality of our services,
- Be an open and accessible organisation,
- Be fair and equitable,
- Act with honesty and integrity,
- Encourage teamwork and cooperation,
- Ask ourselves, "What is best for Wollongong?"



## 9 CORPORATE GOALS

Council has identified a number of Goals which cut across Council's divisional and program boundaries. These Goals are to be aimed at by all in the organisation. They are:

- Focus on our customer with the intent of continually increasing the level of customer satisfaction;
- Develop a team environment which facilitates, coordinates and promotes systems and processes which encourage a high level of economic activity to enhance the future growth and development of the city;
- Promote and practice environmental sustainability, focusing on appropriate development, recycling, waste minimisation, revegetation and pollution control;
- Demonstrate financial responsibility to ensure that adequate funding is available to implement community and corporate programs;
- Develop a productive workplace environment that fosters the well-being of our employees;
- Ensure quality and variety in recreation, cultural and leisure opportunities to enhance the lifestyle of our community;
- Manage Council's infrastructure assets to ensure they are appropriate for the needs of our community whilst being effectively used and maintained in a serviceable condition.

## 10 CONSULTATIVE PROCESSES

The consultative processes under this Agreement are designed to empower local areas to make decisions and agreements to achieve flexibility, efficiency improvements and competitiveness.

Local Area Agreements can vary any condition of employment contained in this Enterprise Agreement. Any variation proposed for the Local Area Agreement which

varies the Enterprise Agreement must be undertaken in accordance with the Industrial Relations Act 1996 as amended.

Local Area Agreements will be subject to consultation and agreement between employees, Unions and management.

## 11 WORKPLACE REFORM – LOCAL AREA AGREEMENTS

The Partners agree that a unified commitment to identify, analyse and implement workplace reform within the spirit and intent of the Agreement is required. Such workplace reform may require the development of "Local Area Agreements", of specific work site/s to enable the establishment of work teams, arrangements and conditions that meet the specific needs of the local area.

Steps for obtaining Local Area Agreements:

- 1 The Local Work Agreements must follow the corporate process (Managing organisation change).
- 2 Commencement of the discussion/negotiation process with immediate notification of:
  - all affected Unions and employees.
  - relevant Division Management.

Key implications for review and implementation:

- 1 Continue to identify and meet customer and community needs.
- 2 Agree as Management and Unions on processes and initiatives for achieving competitive outcomes.
- 3 Create a workplace in which all our employees want to be involved in proving our competitiveness.
- 4 Create a workplace in which all our employees know they are providing value for money and quality services.
- 5 Create an equitable, fair and safe workplace.
- 6 Generate competitive performance, and improved rewards and working conditions.
- 7 Promote learning and skill development and provide access to training, development and resources.
- 8 Maintain an effective consultative structure and arrangements.
- 9 Maintain ongoing employment security.
- 10 Support communications between the partners and a commitment to seeking shared solutions.



## 12 OBJECTIVES



Management, unions and employees (Partners) agree that Council's vision, mission and goals shall be achieved through the implementation of a strategically planned Enterprise Agreement.

The partners agree upon the following objectives which are central to this Agreement.

### Objective 1: Quality Operation

To demonstrate and prove that we can provide efficient, on time, cost effective and competitive quality services to our customers and the community.

### Objective 2: People

To use our own committed skilled and responsive employees to provide our quality services on a competitive basis.

### Objective 3: Partnership

To develop and maintain a partnership between management, unions and employees as the key to proving the competitiveness of council's employees and maintaining employment security for all employees.

### Objective 4: Benefits

To provide benefits to the customers, community and employees.

**OBJECTIVE 1**  
Quality Operation



and

**OBJECTIVE 2**  
People



and

**OBJECTIVE 3**  
Partnership

Lead to

**OBJECTIVE 4**  
Benefits

To demonstrate that we can provide efficient, on time, cost effective and competitive quality services to our customers and the community.



# PART B OBJECTIVES

## 1.0 OBJECTIVE 1 - QUALITY OPERATION

### 1.1 STRATEGY 1 ACHIEVING COMPETITIVE SERVICE



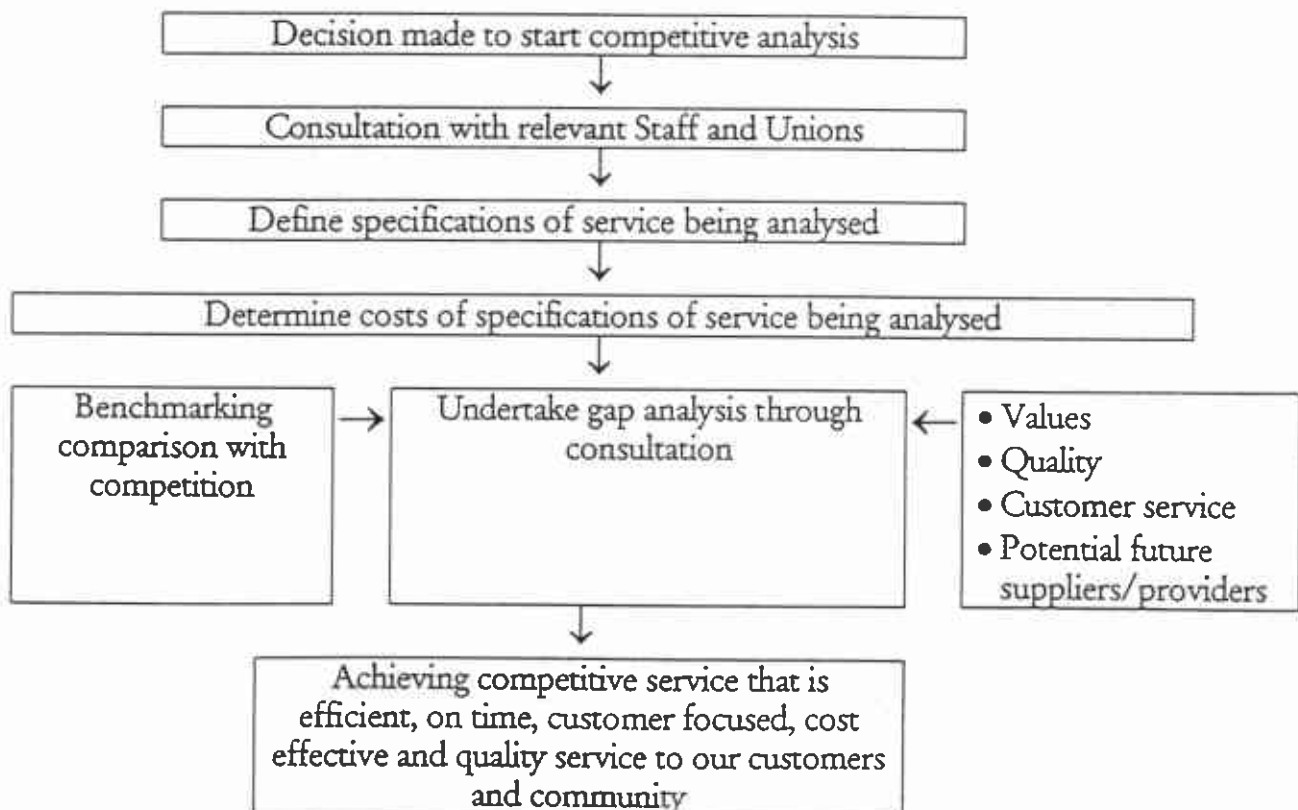
#### 1.1.1 Introduction

Our objective is to provide quality services to our customers and the community that are efficient, on time and cost effective.

The partners will cooperate in the development of a framework to assess performance. This will involve a review of the type of service and the development of performance specifications. Market and quality testing will then occur with competitors including a comparison of costs and quality for the provision of the service. The partners will conduct performance reviews with the intention of achieving best practice,

#### The Agreed Framework for Service Assessment:

In order to develop agreed outcomes the following framework is established to assist in the service assessment:



The Partners agree that this framework will be applied in the assessment of the provision of services of local work areas, within the following requirements:

- The Competitive Service Assessment Framework may be applied over time to all local work areas in the Council.
- Performance specifications and standards will be developed in all local work areas in a timeframe agreed by the Partners.
- This consultative process will extend to providing the training, technology and other resources needed to enable local work areas to become more competitive.
- The identified services should be assessed as being able to be improved during the life of this Agreement and the competitive gap will be identified and strategies will be implemented progressively.

It is expected that the Partners would use one or more of the following approaches and the resources available to assist in proving that competitive, value for money, quality services are delivered to our customers and the community:

### 1.1.2 Marketing and Service Development

In order to provide quality services through the involvement of our people the partners will develop an agreed communication and/or marketing plan to identify and satisfy community needs,

Steps may include:

- Environmental Scan
- Market research
- Competitor analysis
- Analysis of target markets
- Product/service development
- Product/service positioning and pricing
- Product/service promotion



Comparisons will be carried out with Local Government and other organisations that provide similar services.

### 1.1.3 Process Reviews

Process reviews are designed to achieve major improvement in Council's operations. The purpose is to identify and establish performance specifications and redesign key processes to achieve improvements in performance and service provision. Improvement is sought through streamlining processes with the aim of achieving best practice.

#### 1.1.4 Team Based Workplace Structures

The adoption of team based work structures, agreed working hours and specific purpose teams will empower employees in the achievement of organisational objectives, This process of empowerment will provide employees with greater job satisfaction. The competencies of individuals will be enhanced through training and development aimed at meeting the needs of the organisation.

Team based structures may include:

- Establishment of self managed work teams
- Quality teams
- Project teams.



#### 1.1.5 Quality Procedures Based on Australian Quality Council Criteria

The Australian Quality Awards provide a framework for measuring success in this area. These criteria assess performance in relation to seven key areas:

- 1 Leadership
- 2 Policy and Planning
- 3 information and Analysis
- 4 People
- 5 Community Focus
- 6 Quality of Process, Product and service
- 7 Organisational Performance

#### 1.1.6 Flexible Hours and Responsive Working Practices

Working hours and practices need to be flexible and consistent with the identified requirements of customers and needs of employees and will be negotiated in accordance with the agreed consultative process. Flexibility to meet these requirements is crucial to the provision of quality customer service. Responsiveness is also dependent on improved delegation at the local work area level.

The achievement of flexible working practices requires the removal of identified impediments and restrictive demarcation so that all employees are able to anticipate and be responsive to identified customer needs.

An innovative and customer focused approach to work is encouraged which is reflected in the flexibility of working practices. Agreement shall be reached with respect to flexible working hours, job sharing and the use of permanent and part time work, etc.

### 1.1.7 Managing Organisational Change

Job Redesign may review Council processes, quality teams, work practices and organisation structure. These may be undertaken using a range of different approaches within the framework of this Agreement.

If a change in job role occurs the job redesign process which outlines the consultation and implementation requirements shall prevail.

## 1.2 STRATEGY 2 PERFORMANCE MEASUREMENT AND MANAGEMENT

1.2.1 The Partners agree that performance indicators are required as a means for ensuring that the objectives of the Enterprise Agreement are measured and managed. In addition, the performance indicators seek to measure:

- Council's overall health and well being
- The aspects or areas of our organisation's performance that are critical or vital for our ongoing and future success.
- Our success in key areas and processes that affect our employees, the customers and other stakeholders.

1.2.2 The performance indicators can be developed for our:

- total organisation
- individual divisions/areas
- work teams



1.2.3 We will adopt a best practice approach in the initiation, development, implementation and review of the performance indicators through the consultative processes in accordance with the Agreement in Part C of this document.

## 1.3 STRATEGY 3 INTEGRATED CUSTOMER SERVICE

The partners will work towards meeting the expectation that integrated service/s will be provided to the customers. To achieve this end the partners are committed to undertaking the following initiatives:

- Introduce integrated customer service delivery at key customer contact points and in the delivery of improved telecommunications services.
- Provide localised service delivery where appropriate.
- Improve both internal and external customer service delivery.

- Review work processes in line with best practice, to ensure that decision making occurs closer to the customer.
- Regularly review service standards.
- Identify the opportunity for integrated telephone and counter services.
- Review facilities including the training of staff, to improve the efficiency of customer service delivery
- Reviewing compliance, enforcement and approval processes in Council.



# OBJECTIVE 1

Quality Operation

and

# OBJECTIVE 2

People

and

# OBJECTIVE 3

Partnership

lead to

# OBJECTIVE 4

Benefits



To use our own committed skilled and responsive employees to provide our quality services on a competitive basis



## 2.0 OBJECTIVE 2 - PEOPLE

### 2.1 STRATEGY 1 BECOMING A LEARNING ORGANISATION

2.1.1 The Partners recognise that our future success is based on becoming a Learning Organisation. The partners agree that the following principles form the basis of a Learning Organisation:

- Accepting that change is inevitable. Through embracing change the future security of the organisation and its employees is maximised.
- Understanding that only through learning can change be accepted and integrated as a natural rather than a forced process.
- Focusing on encouraging, supporting and rewarding employees in a learning process aimed at achieving a continuously improving organisation.
- Developing structures and processes which create and support positive working relationships based on promoting sharing and learning.
- Developing and implementing organisational structures and processes that support review and assessment at all levels.
- Provide leadership, advice, support and assistance to the organisation in successfully implementing the strategies.
- Review, monitor and report on implementation of the strategies to JCC and our workforce.

2.1.2 The Partners are committed to sharing the development, transfer and use of knowledge and skills by our people to achieve the following outcomes:

- Our ability to learn quickly and respond rapidly to changing market requirements.
- Achieving proven competitive quality service provision.
- Providing services to the community using flexible and responsive working arrangements while recognising the needs of our employees and their families.
- Sharing a common corporate vision.
- Creating learning team/structure.
- Rewarding participative skills development and continuous learning.
- Receiving regular performance feedback.
- Doing more interesting and challenging work.
- Encouraging and rewarding innovation and creativity.

## 2.2 STRATEGY 2 SKILLS AND COMPETENCY DEVELOPMENT

2.2.1 The partners will develop and implement proposals for:

- Skills based classification structures which:
  - Provide the basis for pay and progression linked to the acquisition and use of skills based on agreed competency standards
  - Enhance the opportunity for workplace flexibility
- Skills development opportunities for all and enhancing career paths
- Job evaluation ensuring equity and fairness
- Performance assessment based on the whole of Job performance and linked to individual pay/wage outcomes.

2.2.2 The partners agree to the implementation of the following initiatives for employee support and development:

- Provide effective and integrated individual and team performance management systems across the organisation.
- Monitor effectiveness of consultative mechanisms to ensure workplace change.
- Ensure that an effective internal communication network operates throughout Council.
- Review policies and practices that support the implementation of equal employment opportunity, employee accountability and integrity.
- Designing reward and recognition structures to support learning, innovation and productivity.
- Ensure that investment in the development of employee skills meets present and future business needs and challenges.
- Promote and measure employee understanding of vision, mission and values and implement appropriate actions.
- Establish Performance Indicators to measure performance at organisation wide, Division and team levels and ensure that indicators are well defined and understood by employees.
- Promote team based structures and use of teams.
- Organisational Self Assessment using the Australian Quality Awards Criteria.
- Encourage flexible, innovative, satisfying and safe work practices and conditions that align with corporate goals, and enhance the quality of working life.



## 2.3 STRATEGY 3 EMPLOYMENT SECURITY



The partners recognise that our future success is based on the following understanding:

- There will be no forced redundancies for the life of this Agreement.
- Wollongong City Council is committed to maintaining employment security for employees who have a commitment to satisfactory performance within the role they are required to undertake.
- Where the employee's role is altered or varied due to workplace change Wollongong City Council is committed to the redeployment and/or retraining of such employees. The employee shall also have the option of voluntary redundancy in accordance within the agreed policy.
- This commitment to employment security is supported by recognising the need for workplace reform, competitive service provision and best practice.
- The Partners agree that beyond this current Agreement employment security depends on, but may not be limited to, a combination of the needs of the job, the size of the market, the creation of new markets, technological developments, and the effectiveness of our processes and systems.

## 2.4 STRATEGY 4 FLEXIBLE WORKING PRACTICE OPTIONS

The types of flexible working arrangements available under this Agreement are, but not limited to:

### 2.4.1 Job Sharing

Job sharing is an arrangement in which employees voluntarily share one full time job. Each employee works part of the position on a regular and on going basis.

Different types of job sharing arrangements might include:

- 1 A permanent arrangement for an indefinite period
- 2 A temporary arrangement for a fixed period of time
- 3 A temporary arrangement in conjunction with parental leave conditions

### 2.4.2 Permanent Part time Employment

Permanent part time employment is an arrangement where the actual hours worked could be less than the normal working day/week/month or year.

The employee has an ongoing employment and accrues entitlements on a pro rata basis.

### 2.4.3 Employee Rotation and Interchange

Employee rotation and interchange is an arrangement whereby employees are provided with an opportunity to perform a range of different job roles for agreed periods of time.

Arrangements for employee rotation and interchange will need to be established in line with the agreed consultative process.

### 2.4.4 Flexible Hours of Work

A system of flexible working hours assists employees to combine work and family responsibilities, as well as providing productivity benefits, including the potential for improved service.

Flexible hours may involve changing starting and finishing times, rostered days, shift work, flex-time, staggered hours, compressed working weeks and a range of other flexible working practices including longer or shorter working weeks.

### 2.4.5 Temporary Staff

Where there is organisational need for temporary employment the partners agree that the term is specified to meet the particular circumstances. Pay rates and conditions are in accordance with the Agreements. However, no temporary position shall remain for a period greater than twelve months duration or as otherwise agreed between the parties.

### 2.4.6 Casual Staff

Employees who are engaged for the duration of less than 1 week, or alternately, are on call to fill vacancies or to meet particular employment needs, shall be classed as casual employees for the purposes of this Agreement.

## 2.5 STRATEGY 5 FAMILY FRIENDLY WORKING ARRANGEMENTS

2.5.1 Working arrangements need to be consistent with the aim of assisting employees with family responsibilities to engage in employment without being subject to discrimination minimising conflict between their employment and family responsibilities.

2.5.2 Family friendly arrangements such as flexible work schedules, flexible leave arrangements, parental leave, carer's leave to care for sick dependants, childcare advice and employee information and referral programs contribute to making work an easier place for employees with family responsibilities.

# OBJECTIVE 1

Quality Operation

and

# OBJECTIVE 2

People

and

# OBJECTIVE 3

Partnership

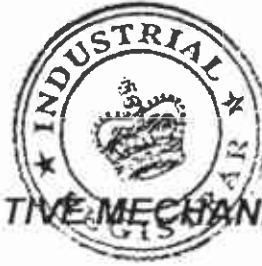
lead to

# OBJECTIVE 4

Benefits



To develop and maintain a partnership between Management, Unions and employees as the key to proving the competitiveness of Council's employees and maintaining employment security for all employees



### **3.0 OBJECTIVE 3 - PARTNERSHIP**

#### **3.1 STRATEGY 1 AGREED CONSULTATIVE MECHANISM**

- 3.1.1 The Partners will jointly undertake the initial development of the objectives, tasks/processes, etc, following relevant training and support. During the developing phase, the Partners will need to consider the guidelines contained in the consultative process,
- 3.1.2 Analyse current work processes and systems, and organisational arrangements,
- 3.1.3 Establishment of communication and briefing strategies including regular reporting of progress.
- 3.1.4 Sharing/comparing of information and use of external resources/support where relevant.
- 3.1.5 Meetings to cover all employees involved to consider and endorse the recommended changes.
- 3.1.6 The Partners agree to negotiate all issues in good faith.

#### **3.2 STRATEGY 2 COMMUNICATION**

The Partners acknowledge that effective communications and consultations throughout all areas of the organisation is imperative in order to ensure that Council realises its corporate vision, mission, values and goals and objectives of this Agreement.

To this end the Partners will continue to develop, improve and review communication strategies such as:

- staff newsletters.
- encouragement for regular meetings within the work group.
- staff surveys.
- executive addresses.

### **3.3 STRATEGY 3 MONITORING OF AGREEMENT**

The Agreement will be monitored by the partners through the Joint Consultative Committee on a continuing basis. A process to monitor will be developed by the Partners within the first six months.

### **3.4 STRATEGY 4 CONTRACTING OF SERVICES**



- 3.4.1 The Partners are committed to ensuring fair and equitable working conditions as a level playing field for their workforce. It is our priority to use our own committed and skilled people in providing services. The Partners are committed to improving work practices and ensuring our competitiveness.
- 3.4.2 The Partners recognise that our competitive performance as an organisation requires us to provide quality service to the community and our customers in service areas.
- 3.4.3 The Partners also recognise that there are currently a number of services that are contracted out in lieu of Council employees undertaking the work which will not be affected by the arrangements agreed to in this Agreement for the duration of that contract. However, as such contracts expire and the Partners elect to submit a bid for such work, support for the development of an in house proposal will proceed.
- 3.4.4 The Partners agree to the guidelines for the acceptance of contractors/tenders, in accordance with Council's Code of Ethics for Contractors which, in principle, will include:
- i Preference will be given to Contractors who have achieved or are in the process of implementing quality principles;
  - ii The Contractor meets all relevant workplace health and safety regulations and requirements; and
  - iii Industrial relations performance.
- 3.4.5 Failure by Contractors to comply with the Code of Ethics would represent a breach of contract and may lead to a review of the contract.

## 4.0 OBJECTIVE 4 - BENEFITS

### 4.1 Rates of Pay

#### Wage and Salary Movements

- A \$25.00 increase to rates of pay as from 1 July 1998;
- A further increase of 3% to wages and salaries from 1 July 1999;
- A further increase of 4% to wages and salaries from 1 July 2000.

#### Movements to Allowances

- A 3% increase to allowances as from 1 July 1998;
- A further 3% increase to allowances as from 1 July 1999;
- A further 4% increase to allowances as from 1 July 2000.



Refer to Part D to see the effect of pay rates and allowances movements.

### 4.2 Performance Indicators

- 4.2.1 Through the achievement of the objectives identified in this Agreement benefits shall be shared with our customers, the community and employees.
- 4.2.2 Performance indicators are identified in Part C. The Partners will cooperate to achieve the targets. The indicators shall be used to measure overall organisational performance and will be a factor to be taken into account when adjusting rates of pay in terms of this Agreement.
- 4.2.3 Productive performance is best measured by a collection of indicators that aim to reflect the total capabilities of the organisation. The performance indicators developed represent the overall well-being of the organisation, customer satisfaction and specific critical success factors for each team. These indicators have been developed by the Partners.
- 4.2.4 The agreed performance indicators will be monitored and reviewed by the Joint Consultative Committee on a monthly basis and corrective action plans developed, where appropriate, immediately following such reviews.

4.2.5 The established performance indicators may be amended by agreement of the Joint Consultative Committee during the life of the Agreement. Amendments may reflect alterations to indicators or adjustment to targets based on the following:

- A change in policy direction as agreed to by Council;
- Improved performance as a result of implementation of best practice principles;
- The results of benchmarking studies. This will assist in identifying industry standards as well as priority areas for further benchmarking studies;
- Changes in the external operating environment.

4.2.6 The process of review and continuous improvement will ensure that performance indicators are both an accurate and equitable reflection of overall Council productive performance.

4.2.7 Performance indicators are grouped into categories of Business Service Development, Resource Productivity, Investment in People and Organisational Health. A definition of each of the categories is as follows:

#### **Business Service Development**

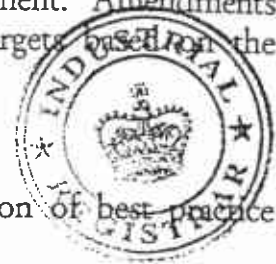
Organisational indicators that reflect the development of Competitive Service/s. These indicators measure:

- Performance standards developed;
- Costing of service deliveries;
- Benchmarked services;
- Customer satisfaction plans.

#### **Resource Productivity**

Organisational indicators that reflect employee productivity as it relates to people resources. These indicators will measure:

- Absenteeism – sick leave;
- Carer's leave;
- Work related injuries;
- Plant utilisation.



## Investment in People

Organisation indicators that reflect resources invested in people and development of competencies. These indicators will measure:

- Training and development;
- Competency development.



## Organisational Health

Organisation indicators that reflect the direction of the organisation in respect of cultural change. The indicators will measure:

- Staff turnover;
- Local Work Agreements;
- EEO issues.



# **PART C      PERFORMANCE INDICATORS**

1/7/1998 - 30/6/2001



## **1      BUSINESS / SERVICE DEVELOPMENT**

Jointly Develop Performance Standards For Agreed Business / Services

(Including Category 1 & 2 businesses)

### **Description**

This indicator measures the rate of development of performance standards for agreed business and services. It is calculated by taking the number of standards completed compared to the agreed number of standards and converting to a percentage.

NB

- 1      Definition of what is a business/service is required; and
- 2      Managers need to positively identify what are the business/services.

### **Indicator**

The number of standards jointly developed as a percentage of the agreed number of standards.

### **Current Performance**

### **Target**

- 1/7/99 - Identify and agree on format. Develop standards and pilot specification template.
- 1/7/00 - 50% of nominated standards completed.
- 1/7/01 - 100% of standards completed.

## **2 COSTING FOR SERVICE DELIVERIES ON AGREED BUSINESS/ SERVICES**

### **Description**

This indicator measures the rate of costing taking place for agreed business and services. It is calculated by taking the number of areas that have been developed ready for costing compared to the potential number of areas to be costed and converting to a percentage.

(Including Category 1 & 2 businesses)



### **Indicator**

The number of areas costed as a percentage of the potential number of areas.

### **Current Performance**

### **Target**

- 1/7/99 – Category 1 & 2 businesses
- 1/7/00 – 50% of completed standards
- 1/7/01 – 100% of completed standards

### **3 BENCHMARKING AND MARKET TESTING FOR CATEGORY ONE BUSINESSES**

#### **Description**

This indicator measures the number of areas where benchmarking and market testing has been carried out on agreed businesses and services. It is calculated by taking the number of areas tested compared to the potential number of areas where market testing will be carried out and converting to a percentage.



#### **Indicator**

The number of benchmarking and testing areas completed as a percentage of the potential number of areas.

#### **Current Performance**

#### **Target**

- 1/7/99 – Category 1 business
- 1/7/00 – Category 2 business
- 1/7/01 – 100% of agreed businesses / services

#### **4 CUSTOMER SATISFACTION - PLAN**

##### **Description**

Through an organisation model a number of customer satisfaction indicators are utilised.

\* Organisation model to be developed.

##### **Indicator**

The percentage level of customer satisfaction



##### **Current Performance**

##### **Target**

- 1/7/99 - Develop a plan for the identified areas.
- 1/7/00 - > 70-100% satisfaction level.
- 1/7/01 - > 80-100% satisfaction level.

## 5 RESOURCE PRODUCTIVITY MEASURES



### Absenteeism – Sick Leave

#### Description

This performance indicator measures the organisation's sick leave performance. It is calculated by taking the total number of days sick leave taken by the whole organisation and dividing by the number of employees.

#### Indicator

Equivalent days per person per annum

#### Current Performance

1996/97 – 6.4 equivalent days per person.

#### Target

- 1/7/99 - 5.0 equivalent days per person per annum.
- 1/7/00 - 5.0 equivalent days per person per annum.
- 1/7/01 - 5.0 equivalent days per person per annum.

## 6 MANAGEMENT OF CARERS LEAVE

### Description

This performance indicator measures the organisation's carers leave performance. It is calculated by taking the total number of days carers leave taken by the whole organisation and divides by the number of employees.

### Indicator

Equivalent days per person per annum.



### Current Performance

1996/97 – 0.5 equivalent days per person.

### Target

- 1/7/99 – 0.4 equivalent days
- 1/7/00 – 0.4 equivalent days
- 1/7/01 – 0.3 equivalent days

## 7 WORK RELATED INJURIES

### Description

This area measures the impact of lost time incidents on council in a number of ways.



### Indicator

- a Lost time Frequency Rate – Measures the number of lost time injuries for every one million hours worked by employees.
- b Incidence/Productivity – Expressed as a percentage (%). Measures the number of lost time injuries for each 100 employees.
- c Severity (Expressed in days) – Measures the average length of time lost for each lost time injury.
- d Ratio – Total cost of lost time injuries to total payroll costs.
- e Ratio – Total cost of lost time injuries per employee.
- f Rehabilitation Success Rate – Expressed as a percentage (%)

### Current Performance

a	1996/97 - Not available	1997/98 – 50.51 average
b	1996/97 - 13.93%	1997/98 – 22.17%
c	1996/97 – 23.01days	1997/98 – 16.64 days
d	1996/97 – 3.5%	1997/98 – 3.77%
e	1996/97 - \$1,422,369	1997/98 – \$1,696
f	1996/97 – Not available	1997/98 – Not available

### Target

	1/7/99	1/7/00	1/7/01
a	45.45	40.90	36.81
b	19.95%	17.95%	16.15%
c	14.97 days	13.47 days	12.12 days
d	3.39%	3.05%	2.74%
e	\$1,526.40	\$1,373.76	\$1,236.38
f	Standard set	10% increase to 98/99	10% increase to 99/00

## 8 PLANT UTILISATION

### Description

This performance indicator measures the overall percentage of time council plant is in use.



### Indicator

Overall percentage utilisation

### Current Performance

1996/97 - 52.87%

### Target

- 1/7/99 - 65%
- 1/7/00 - 70%
- 1/7/01 - 75%



## 9 INVESTMENT IN PEOPLE



### Training & Development

#### Description

Training cannot be separated from development and learning and can be simply defined as a process by which people learn.

The aim of training, development and learning is to increase the skills and knowledge of people, in a defined area, so as to increase their competence and performance.

It can be formal or informal, on-the-job or off-the-job, theoretical or practical, but is usually structured in some way with an objective of attaining a particular skill.

#### Indicator

- a Number of training hours
- b Number of employees receiving training
- c % training attendance
- d % training timeliness

#### Current Performance

- a 1996/97 – 17.98 hours per person
- b NA
- c 1996/97 – 94%
- d 1996/97 – 99.3%

#### Target

- 1/7/99
  - a 20 hours
  - b 75%
  - c 100%
  - d 100%
- 1/7/00
  - a 20 hours
  - b 100%
  - c 100%
  - d 100%
- 1/7/01
  - a 20 hours
  - b 100%
  - c 100%
  - d 100%

## **10 COMPETENCY DEVELOPMENT FOR BUSINESSES AND SERVICES IDENTIFIED**

### **Description**

The indicator will monitor the targets in place for the adoption of competencies. The development of competencies at the agreed rate for business / services will be used as a tool for skills development.



### **Indicator**

The percentage of employees that have competencies developed for their positions in the identified businesses/services.

### **Current Performance**

### **Target**

- 1/7/99 – 20% of competencies for core businesses completed.
- 1/7/00 – 60% of competencies for core businesses completed.
- 1/7/01 – 100% of competencies for core businesses completed.

## 11 ORGANISATIONAL HEALTH

### Staff Turnover



#### Description

This indicator measures the rate of staff leaving the organisation through resignations / retirement. Determination will be made through exit interviews of the reasons for departures from the organisation.

#### Indicator

% turnover. Calculated by the total number of resignations in a period divided by the total number of staff.

#### Current Performance

1996/97 – 7.0%

#### Target

- To be monitored

## 12 LOCAL AREA AGREEMENTS

### Description

The indicator allows the organisation to monitor the utilisation of the Enterprise Agreement as a tool to enable flexible work practices to be undertaken.



### Indicator

The nature and outcome of Local Area Agreements in place.

### Current Performance

### Target

- Number of agreements to be monitored

## 13 EEO ISSUES

### Description

The area will measure, via staff surveys and other means, issues resulting in employment practices not in line with organisation policy and contrary to anti-discrimination laws.

NB There is a need to define what constitutes an EEO issue.



### Indicator

The number of EEO issues reported in the staff survey will be monitored and discussed at the monthly JCC meetings.

### Current Performance

Staff survey results.

### Target

- To be monitored.

**PERFORMANCE DESCRIPTOR**

Indicator

Current Performance

Target 1/8/99

Target 1/7/00

Target 1/7/01

**Business / Service Development**

**Performance Indicators**

Jointly Develop Performance Standards for Agreed Business / Services (including category 1 & 2)	No. of standards developed as a % of the agreed total no.	Identify & agree on format. Develop standards and pilot template	50% of nominated standards completed	100% of standards completed
Costing for Service Deliveries on Agreed Business / Services (including category 1 & 2)	% of areas costed	Category 1 & 2	50% of completed standards	100% of completed standards
Benchmarking & Market Testing for Agreed Business / Services	% of areas tested	Category 1 business	Category 2 business	100% of Agreed Business / Services
Customer Satisfaction - Plan		Develop a plan for the identified areas	> 70-100% satisfaction level	> 80-100% satisfaction level

**Resource Productivity Measures**

**Performance Indicators**

Absenteeism - Sick Leave	Equivalent days per person per yr	6.4 - 1996/97	5.0 equiv days	5.0 equiv days
Management of Carer's Leave	Equivalent days per person per yr	0.5 - 1996/97	0.4 equiv days	0.3 equiv days
Work related injuries	a) Lost Time Frequency Rate b) Incidence/Productivity c) Severity d) Ratio - Cost of LTI's to Payroll costs e) Ratio - Cost of LTI's per Employee f) Rehabilitation Success Rate	a) 50.51 b) 22.17% c) 16.64 days d) 3.77% e) \$1,696.00 f) Not available	a) 40.90 b) 17.95% c) 13.47 days d) 3.05% e) \$1,373.76 f) 10% increase to 98/99	a) 36.81 b) 16.15% c) 12.12 days d) 2.74% e) \$1,236.38 f) 10% increase to 99/00
Plant utilisation	% utilisation	52.87% - 1996/97	65%	75%

**PERFORMANCE DESCRIPTOR**

Indicator

Current Performance

Target 1/7/99

Target 1/7/01

**Investment in People**

**Performance Indicators**

Training and Development	a) Number of Training hours b) Number of employees receiving training c) % Training Attendance d) % Training Timeliness	a) 1996/97 - 17.98 hours per person b) N/A c) 1996/97 - 94.0% d) 1996/97 - 99.3%	a) 20 hours b) 75% c) 100% d) 100%	a) 20 hours b) 100% c) 100% d) 100%	a) 20 hours b) 100% c) 100% d) 100%
Competency Development for Employees for Businesses & Services Identified	% of staff with competencies developed		20% of competencies for businesses completed	60% of competencies for businesses completed	100% of competencies for businesses completed

**Organisational Health**

**Performance Indicators**

Staff Turnover	% turnover	1996/97 - 7%			
Local Work Agreements	Nature and outcome of agreements in place				
EEO issues	The number of EEO issues reported in the staff survey will be monitored and discussed at the monthly JCC meetings:	Staff survey results			

The above areas will be the subject of joint consultative discussions between the parties on a monthly basis. Data will be collected to ensure proper evaluation of the issues.

# PART D PAY RATES



## 1.0 RATES OF PAY

### 1.1 PRINCIPLES OF SINGLE SALARY BAND STRUCTURE

1.2 A five band structure which was introduced in 1991 as the first step in broadbanding the large number of classifications that existed at that time to provide a salary structure that facilitated and supported job redesign and multi-skilling. The aim was to provide employees with access to career paths rather than having them sit in rigidly defined job classifications.

1.3 A Single Salary Band was developed with the main aim of addressing shortcomings of the five band system but retaining its strengths. Shortcoming of the Five Band Structure included staff being restricted to the band in which they were placed. Progression was inhibited above the top of each band. The five band structure was primarily based on qualifications and did not recognise the skills, abilities, experience and qualifications of positions that overlapped from one band into another. The five band structure was suitable for the organisation during the early 1990s however the organisational needs have changed.

1.4 To encourage and support future job redesign programs a single salary structure of 56 salary points was developed. The structure is derived from the Skill Descriptors contained in the Five Band Salary Structure in the 1995-97 Enterprise Agreement. These Skill Descriptors have been rationalised to reflect the Single Salary Band.

1.5 The Single salary Band allows for payment of attained competencies, skills and experience and promotes job redesign to create broader more rewarding jobs. Benefits include flexibility, recognition of skills, increased productivity and efficiency.

### 1.6 Rates of Pay at 1 JULY 1998

Grade	Skill Descriptor	Prior to 30/6/98	Plus \$25 1/7/98	Plus 3% 1/7/99	Plus 4% 1/7/2000
1	Descriptor 1	506.70	531.70	547.70	569.60
2		520.70	545.70	562.10	584.60
3		529.70	554.70	571.30	594.20
4		538.20	563.20	580.10	603.30
5		553.00	578.00	595.30	619.10
6	Descriptor 2	556.50	581.50	598.90	622.90
7		558.80	583.80	601.30	625.40
8		565.70	590.70	608.40	632.70
9		576.10	601.10	619.10	643.90
10		592.90	617.90	636.40	661.90



Grade	Skill Descriptor	Prior to 30/6/98	Plus \$25 1/7/98	Plus 3% 1/7/99	Plus 4% 1/7/2000
11	Descriptor 3	597.30	622.30	641.00	666.60
12		609.80	634.80	653.80	680.00
13		623.40	648.40	667.90	694.60
14	Descriptor 4	625.60	650.60	670.10	696.90
15		629.00	654.00	673.60	700.50
16		644.00	669.00	689.10	716.70
17		664.20	689.20	709.90	738.30
18	Descriptor 5	674.70	699.70	720.70	749.50
19		680.40	705.40	726.60	755.70
20		699.40	724.40	746.10	775.90
21		710.10	735.10	757.20	787.50
22		713.40	738.40	760.60	791.00
23	Descriptor 6	726.90	751.90	774.50	805.50
24		732.50	757.50	780.20	811.40
25		750.00	775.00	798.30	830.20
26		753.20	778.20	801.50	833.60
27		773.20	798.20	822.10	855.00
28		784.80	809.80	834.10	867.50
29	Descriptor 7	796.30	821.30	845.90	879.70
30		804.70	829.70	854.60	888.80
31		813.70	838.70	863.90	898.50
32		826.50	851.50	877.00	912.10
33		837.00	862.00	887.90	923.40
34	Descriptor 8	847.40	872.40	898.60	934.50
35		858.90	883.90	910.40	946.80
36		865.90	890.90	917.60	954.30
37		887.90	912.90	940.30	977.90
38		902.90	927.90	955.70	993.90
39		919.20	944.20	972.50	1011.40
40		947.10	972.10	1001.30	1041.40
41	Descriptor 9	965.50	990.50	1020.20	1061.00
42		987.60	1012.60	1043.00	1084.70
43		1006.00	1031.00	1061.90	1104.40
44		1033.90	1058.90	1090.70	1134.30
45		1051.30	1076.30	1108.60	1152.90
46		1073.40	1098.40	1131.40	1176.70
47		1098.90	1123.90	1157.60	1203.90



Grade	Skill Descriptor	Prior to 30/6/98	Plus \$25 1/7/98	Plus 3% 1/7/99	Plus 4% 1/7/2000
48	Senior Mgmt	1115.10	1140.10	1174.30	1221.30
49		1138.30	1163.30	1198.20	1246.10
50		1157.90	1182.90	1218.40	1267.10
51		1180.10	1205.10	1241.30	1291.00
52		1236.10	1261.10	1298.90	1350.90
53		1323.70	1348.70	1389.20	1444.80
54		1439.60	1464.60	1508.50	1568.80
55		1499.60	1524.60	1570.30	1633.10
56		1561.40	1586.40	1634.00	1699.40

Notwithstanding the above, agreement may be reached between employees and Council to salary sacrifice in order that payments can be made at a pre-taxed rate of pay. Such sacrificing shall not be greater than 50% of the actual rate of pay and the remaining amount not to be less than the entry level for the position.

#### 1.7 Allowances

As at 1 January 1995 a \$45 allowance payment was incorporated into the rate of pay for operational staff taking into account all site and disability allowances:

#### 1.8 First Aid Allowance

A salaried employee who is the holder of a St John's Ambulance Certificate or equivalent and who is authorised by the Council to carry out First Aid duties as part of their regular duties will be paid a weekly allowance in addition to their ordinary rate of pay.

#### 1.9 Shift Allowance

Any employee required to work ordinary hours on shift work commencing and/or concluding outside the parameters of 6:00 am to 6:00 p.m. will be paid a shift allowance.

#### 1.10 Language Aide Allowance

An employee, who is recognised by Council as a Language Aide, will be paid a daily allowance.

#### 1.11 Tool Allowance

Subject to the employee maintaining an adequate kit of tools relating to their trade a tool allowance will be paid:



Where it has been the practice by Council to supply tools to employees other than those specified above, this practice will continue.

**1.12 On Call Allowance — General**

An employee who is directed to be on call and is listed on Council's after hours emergency service and is required to service calls will be paid a daily allowance.

**1.13 On Call Allowance — Overseers and Works Coordinators**

An Overseer or Works Coordinator who is the nominated person to be called in the event of emergencies, will be paid a weekly allowance.

**1.14 Exhumations Allowance & Vault Transfer Allowance**

Staff involvement in an exhumation or vault transfer will be on a voluntary basis and will attract an allowance. Procedures for exhumation and vault transfers are according to the procedure statement held in council's procedure statement register.



Allowance		1/7/98 (3%)	1/7/99 (3%)	1/7/2000 (4%)
First Aid	Weekly	11.3300	11.6699	12.1367
Shift	Per shift	15.2440	15.7013	16.3294
Language Aid	Daily	2.1527	2.2173	2.3060
Tool - Trades	Weekly	13.7505	14.1630	14.7295
Tools - Metal Trades	Weekly	16.6995	17.2005	17.8885
Tools - Salaried	Weekly	17.7598	18.2926	19.0243
On Call General	Mon - Fri	36.6680	37.7680	39.2788
	Sat - Sun	56.7530	58.4556	60.7938
On Call Overseers & Works Coordinators	Weekly	13.3900	13.7917	14.3434
Exhumation	Per occurrence	309.0000	318.2700	331.0008
Vault Transfer	Per occurrence	51.5000	53.0450	55.1668
Phone - Salaried	Weekly	13.2567	13.6544	14.2006
Meal 2-5 hrs Cont	Per shift	10.8150	11.1395	11.5850
Meal 5-9 hrs Cont	Per shift	14.4200	14.8526	15.4467
Meal over 9 hrs Cont	Per shift	18.5400	19.0962	19.8600
Meal 5-9 hrs Non-Cont	Per shift	10.8150	11.1395	11.5850
Meal 9-13 hrs Non-Cont	Per shift	14.4200	14.8526	15.4467
Meal over 13 hrs Non-cont	Per shift	18.5400	19.0962	19.8600

**1.15 Provision of Employee's Vehicle**

Where an employee uses their own vehicle to conduct Council business, by mutual agreement with management, they will be paid no less than:

- Under 2.5 litre vehicle 46 cents/km
- 2.5 litre and over 54 cents/km

These payments will be increased in accordance with general movements within the Local Government Industry as advised by the Local Government Association.

## 1.16 Apprentice, Cadet, Trainee and Junior Rates



### Classifications and Rates of Pay

#### a Apprentices and Cadets

Council has the ability to employ apprentices, cadets and trainees within its workforce. All apprentices, cadets and trainees will be employed in accordance with agreed policy and current legislative requirements. This section should be read in conjunction with Council's Staff Training and Education Policy.

The weekly apprentice and cadet rates of pay are documented below. These rates of pay are all inclusive rates which incorporate payment for all allowances otherwise applying to staff covered by this agreement:

#### Apprentices Certificate Level

Grade	Prior to 30/6/98	Plus \$25 1/7/98	Plus 3% 1/7/99	Plus 4% 1/7/2000
1	365.50	390.50	402.20	418.30
2	424.30	449.30	462.80	481.30
3	464.20	489.20	503.90	524.10
4	516.10	541.10	557.30	579.60

#### Cadets Associate Diploma & Degree

Grade		Prior to 30/6/98	Plus \$25 1/7/98	Plus 3% 1/7/99	Plus 4% 1/7/2000
1	Associate Diploma Commencement Rate	413.50	438.50	451.70	469.80
2	Degree Commencement Rate	446.80	471.80	486.00	505.40
3		490.40	515.40	530.90	552.10
4		534.90	559.90	576.70	599.80
5		560.30	585.30	602.90	627.00
6		571.50	596.50	614.40	639.00
7		584.60	609.60	627.90	653.00

b Trainees

The minimum weekly rates of wages for trainees, will be as follows:-

- A proportionate rate of the full time rates applicable to the classification in which the traineeship is established. This proportionate rate will be based upon the actual time spent in on-the-job training and experience. Off-the-job training will be unpaid.



These rates, however, are subject to negotiation from time to time, depending upon the special considerations and needs of training programs and traineeships.

**Junior Employees**

<b>Junior Clerks</b>		<b>Prior to 30/6/98</b>	<b>Plus \$25</b>	<b>Plus 3%</b>	<b>Plus 4%</b>
			<b>1/7/98</b>	<b>1/7/99</b>	<b>1/7/2000</b>
<b>Level</b>					
Yr 1		356.20	381.20	392.60	408.30
Yr 2		403.20	428.20	441.00	458.60
Yr 3		432.50	457.50	471.20	490.00
Yr 4		479.40	504.40	519.50	540.30
<b>Junior Stenographers</b>		<b>Prior to 30/6/98</b>	<b>Plus \$25</b>	<b>Plus 3%</b>	<b>Plus 4%</b>
			<b>1/7/98</b>	<b>1/7/99</b>	<b>1/7/2000</b>
<b>Level</b>					
Yr 1		364.60	389.60	401.30	417.40
Yr 2		410.40	435.40	448.50	466.40
Yr 3		438.80	463.80	477.70	496.80
Yr 4		484.20	509.20	524.50	545.50
<b>Junior Library Assistants</b>		<b>Prior to 30/6/98</b>	<b>Plus \$25</b>	<b>Plus 3%</b>	<b>Plus 4%</b>
			<b>1/7/98</b>	<b>1/7/99</b>	<b>1/7/2000</b>
<b>Level</b>					
Yr 1		382.40	407.40	419.60	436.40
Yr 2		410.70	435.70	448.80	466.80
Yr 3		450.20	475.20	489.50	509.10
Yr 4		492.60	517.60	533.10	554.40

**1.17 Payment of Rates of Pay**

Rates of pay will be paid fortnightly by Electronic Fund Transfer to employees nominated account.

**1.18 Deductions from Wages**

The Council will be entitled to deduct out of an employee's salary any sums as the employee requests in writing in respect of contributions or payments for the purposes approved by Council. Council and employees agree to rectify any over or underpayment to pays after consultation.

**1.19 Loadings**

All rates of pay included in this agreement incorporate annual (25%) and long service leave (15%) loadings. This came into effect for salaried staff from 1/1/93 and wages staff from 1/1/95.

**1.20 Government Funded Employment Programs**

It is agreed that Wollongong City Council has a role to play in the implementation of Federal, State and Local Government training and employment programs.

It is further agreed that where funding for these programs includes specific conditions of pay or employment, these will be applied in lieu of Enterprise Agreement provisions. In all other circumstances, however, the provisions of this Enterprise Agreement will apply.

All trainees subject to this clause will be considered to be supernumerary to Council's workforce.



# PART E SKILL DESCRIPTORS

## Skill Descriptors

Skill Descriptors when read from bottom to top provide a generic and objective description of the range of skills, knowledge, authority and accountability, experience and qualifications undertaken by positions within the organisation. The Skill Descriptors are used as a general guide for determining where positions are placed after job redesign projects, relative to the skills, knowledge, authority and accountability, experience and qualifications.

The Job Evaluation process (see Policy and Procedures-Managing Organisational Change) will determine the entry and exit work value points of the position, these points are converted in the Single Salary band to determine the pay grade range applicable to the position.

Descriptor	Authority and Accountability	Judgement & Problem Solving	Specialist Knowledge & Skills	Management Skills	Interpersonal Skills	Qualifications & Experience
<b>DESCRIPTOR 1</b>						
	Responsible for the completion of basic tasks with close supervision either individual or in a team environment.	Applies standard practices with limited availability of options in the completion of work objectives.	Specialist knowledge and skills are not required. Skills exercised are of a basic nature gained through Council induction training or on-the-job.	Not Applicable.	A small component of the position, skills in communication with employees and/or the public may be required at a basic level.	A satisfactory School Certificate report or completion of the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short term work /skills experience is desirable.
<b>DESCRIPTOR 2</b>						
	Responsible for the completion of regularly occurring tasks with general guidance on a daily basis.	Occasional interpretation is required to follow established procedures where a choice between more than two options is present.	Skills are developed through on-the-job training, internal training course or at TAFE College over a number of months.	Not Applicable.	Skills required for the exchange of information or the answering of straightforward or routine matters.	Suitable experience or qualifications in a number of defined skill areas requiring the completion of TAFE or in-house training modules resulting in the award of a certificate of competence.



Descriptor	Authority and Accountability	Judgement & Problem Solving	Specialist Knowledge & Skills	Management Skills	Interpersonal Skills	Qualifications & Experience
<b>DESCRIPTOR 3</b>						
	Responsible for all aspects of the work with minimum supervision.	Solving problems requires some interpretation of situations or procedures where there are a small number of options.	The range of work required of the position makes the work complicated and a variety of skills are required in it's completion.	Not Applicable.	Skills are required to obtain and clarify the content of information or resolve routine matters. Discretion is required in seeking cooperation or requesting information from a variety of sources.	Work experience together with the successful completion of relevant training modules will be required at this level for the application of complicated procedures or techniques.
<b>DESCRIPTOR 4</b>						
	Responsible for work requiring a degree of skills and independence.	Problem solving requires assessment and interpretation of a number of specified options that can be technical but non-complex nature.	Positions will have a developed competence in a variety of skills related to important elements of the job.	Supervisory skills in the communication of instructions, training and the checking of work may be required in supervisory positions.	Persuasive skills are required to convince and/or explain information or specific points of view. Communication may also be required in the supervision of a small group or work area.	Appropriate tradesperson's certificate of competency or the equivalent skills and knowledge gained through considerable work experience combined with on and off the job training.





Descriptor	Authority and Accountability	Judgement & Problem Solving	Specialist Knowledge & Skills	Management Skills	Interpersonal Skills	Qualifications & Experience
<b>DESCRIPTOR 5</b>						
	<p>Fully responsible for the operation of a small section requiring efficient use of staff and other resources or completing tasks or projects requiring specialised/technical skills and knowledge.</p>	<p>Assessment of the options requires to analyse and resolve problems and within limitation, in changing the way work is performed and how it is allocated.</p>	<p>Positions have specialised knowledge and skills in a number of advanced work areas which relate to the more complex elements of a trade or for the coordination of various aspects of work programs.</p>	<p>Skills may be required in the supervision of staff to direct, encourage, motivate and assess performance of a small work area or unit against work objectives.</p>	<p>Positions have skills in managing others. The position may have the role of explaining policy to the public or staff members and in reconciling different points of view.</p>	<p>Thorough working knowledge and experience of all work procedures in the application of technical, clerical or trades skills in relevant areas of work based upon suitable certificate and/or post certificate qualifications.</p>
<b>DESCRIPTOR 6</b>						
	<p>Positions are accountable for the completion of projects requiring highly specialised technical or administrative skills and knowledge.</p>	<p>Positions are required to translate and interpret complex information. Judgement is used in the improvement of methods and procedures and in determining short term priorities.</p>	<p>Highly developed specialist knowledge and skills are required to analyse work problems which may require conceptual thinking or to resolve issues which demand multi faceted solutions.</p>	<p>Positions may supervise staff requiring the allocation of work with competing priorities over several work areas.</p>	<p>Persuasive skills are required to negotiate and/or provide specialist advice and recommendations to staff and/or the public.</p>	<p>Proficiency in the application of complex and specialised practices and techniques is gained through the successful completion of an Associate Diploma or equivalent combined with comprehensive practical experience and competency based courses.</p>
<b>DESCRIPTOR 7</b>						
	<p>Positions are accountable for the management of several projects to ensure effective and efficient operation and/or in completing work or projects in their own right which are of some complexity.</p>	<p>Positions require judgement in day to day decision making which involves interpretation of complex information.</p>	<p>Complex and specialised knowledge and skills are required to address work problems and alternatives.</p>	<p>Positions may supervise a group of staff requiring the assessment and allocation of work priorities over a number of distinct work areas.</p>	<p>Skills are required in the motivation of staff and/or in the presentation of advice and recommendations to management and/or the public.</p>	<p>A high level of proficiency in the application of work skills and knowledge is acquired through tertiary qualifications at the Associate Diploma level, or equivalent, combined with comprehensive practical experience which will have been augmented by the successful completion of specialised training courses of short duration.</p>

Descriptor	Authority and Accountability	Judgement & Problem Solving	Specialist Knowledge & Skills	Management Skills	Interpersonal Skills	Qualifications & Experience
<b>DESCRIPTOR 8</b>						
	Accountable for the provision of a professional advisory service requiring advanced specialised technical skills and knowledge. This would involve the authority to prepare, submit and implement work programs and/or projects. Position may be accountable management of several work areas or unit to ensure efficient and effective use of staff and other resources in achieving work objectives.	Position requires analytical reasoning in dealing with a range of complex alternatives to resolve multi faceted operational, technical or service problems.	Extensive professional knowledge, skills and experience are required to identify solutions to issues where various complex alternatives need to be addressed.	May be required to manage staff, resolve operational problems and participate in the management team to contribute to the resolution of problems.	Interpersonal skills in communicating with and motivating staff to undertake difficult or key tasks. The ability to convince staff and resolve problems is required. Positions may be required to negotiate contract agreements.	Tertiary qualifications level or extensive practical experience and an in depth knowledge of the work area or function is required at this level.
<b>DESCRIPTOR 9</b>						
	May be accountable for the effective management and control of significant responsibility centre. In a specialist capacity the position would be accountable for high level advice which would be provided to management on significant aspects of policy or on the critical matters. The position would have a vital role in the overall performance of the relevant function.	Positions have a high level of independence in solving problems and using judgement. Problems are multi faceted requiring detailed analysis of available options in identifying solutions or in determining the conceptual framework towards projects.	Extensive professional knowledge, skills and experience are necessary for the direction and control of a major responsibility area. Extensive knowledge of the organisation strategic issues and major elements of policy are required including skills in evaluating and developing solutions utilising innovative and creative approaches.	Positions may manage professional, technical and/or other staff in planning, implementation and review of work programs, as well as playing a key role in operational management.	Positions require the ability to negotiate on important matters with a high degree of independence. Skills are required to lead and motivate staff in the successful completion of work programs.	Tertiary qualifications at graduate or post graduate level are required in relevant fields of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.



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# **I EMPLOYMENT**

## **1 VACANCIES**

### **Policy**

- 1.1 In the event of a permanent vacancy occurring, the appropriate Union(s) will be notified in writing if there is any proposal for change to the position, or the position will be advertised within three (3) months of the position becoming vacant.

## **2 INABILITY TO UNDERTAKE NORMAL DUTIES**

### **Policy**

- 2.1 Wollongong City Council will recognise that from time to time employees are incapable, through no fault of their own, to complete their normal duties. Council will recognise this and give consideration to other options.
- 2.2 Options include, but are not limited to: lateral transfers; modification to the duties; leave.

## **3 APPOINTMENT POLICY**

### **Policy**

- 3.1 This policy is in accordance with the provisions of the Local Government Act, 1993 (NSW), as amended, relating to appointment of Council staff to be on merit.
- 3.2 This policy shall cover all positions of Wollongong City Council except those that are designated senior staff (as per Local Government Act 1993, Definition of Senior Staff) by resolution of the Council.
- 3.3 When a decision is made by management to fill a vacant position:
- a only a person who has applied for appointment to the position may be selected; and
  - b from among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.



- 3.4 The merit of the persons eligible for appointment to a position is to be determined according to:
- a the nature of the duties of the position; and
  - b the proven abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.

3.5 **Definitions in the context of this policy and procedure**

**“Merit”**

To the highest degree of suitability and capability for appointment

**“Abilities”**

Skills, competencies, talents and personal attributes of applicants.

**“Qualifications”**

Shall include academic attainments, professional experience, professional qualifications, memberships of trade and professional associations, licences, certificates, successful completion of training programs and other accredited training.

**Experience**

The assessment of experience is not limited to experience acquired through employment with Wollongong City Council. This is measured in terms of the quality of training, knowledge, talents and ability gained by an applicant through work and non-work experiences.

**“Standard of Work Performance”**

The degree of competence, efficiency and reliability exhibited by an applicant in the performance of current and past positions.

**“Criteria”**

The requirements of the position. Criteria may be both essential and desirable. Essential criteria refers to that which is required in order to perform all aspects of the job competently.

Desirable criteria refers to that which is not essential but which would enable the job to be performed above a competent level. Criteria may be expressed in a number of forms including skills, qualifications, interpersonal skills, communication skills, experience.



### “Weighting”

A score attributed to each aspect of criteria according to its relative importance to the position. Applicants are assessed according to each aspect of the weighted criteria and an aggregate weighted score is determined to assess relative merit.

### “Cull”

The process whereby applicants are assessed by the appointment committee according to the selection criteria and eliminated from further consideration where they do not meet the essential requirements for a position.

### “Shortlist”

A list of applicants selected for interview following the process of culling; or selected for second interview following initial assessment by the appointment committee at a first interview stage.

### “Ranking”

The situation where applicants are assessed against each aspect of the weighted criteria, given an aggregate points weighting and then placed in a scale from highest to lowest in order of aggregate weighting. The applicant with the highest ranking is deemed to have greatest merit.



### “Nature of the Duties of the Position”

This is as determined in accordance with the position statement/job description for the position.

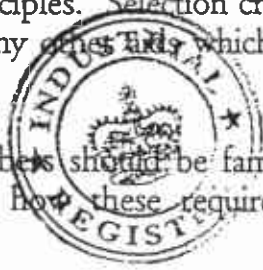
### Procedure

- 3.6 A Requisition for Staff Replacement must be completed by the supervisor concerned and approved by the Divisional Manager. This is then referred to the Manager Human Resources.
- 3.7 The Manager Human Resources will appoint a member of the Human Resources Division to coordinate all stages of the recruitment procedure, commencing with the formation of an Appointment Committee. The Appointment Committee shall be comprised of:
  - the nominated Human Resources Division representative;
  - a representative from the concerned division (the manager may nominate an additional representative from the Division where appropriate and agreed to by the appointment committee) and;
  - subject to the relevant union's discretion to be involved in the process, an external independent member.

The composition of this committee shall comply with EEO principles. The selection of the external independent member shall be at the discretion of the relevant union.

All panel members shall have an equal role and contribution to the process.

- 3.9 The manner in which the selection committee organises its deliberations is a matter for its prerogative provided that it follows the principles of EEO and maintains as its prime objective, the selection of the applicant with the greatest degree of merit.
- 3.10 The initial role of this Committee shall be to draft an advertisement and determine and prioritise criteria for selection in accordance with legislative requirements and Equal Employment Opportunity Principles. Selection criteria will be drawn from the current job description and/or any other ~~criteria~~ which assist in identifying the requirements of the vacancy.
- 3.11 At this point in time, all panel members should be familiar with the duties and responsibilities of the position and how these requirements are going to be assessed.
- 3.12 The Appointment Committee shall also formulate appropriate questions to be asked consistently of each applicant. Questions are to be based upon the selection criteria identified for the position. Examples of desired responses to questions should be discussed and agreed.
- 3.13 The Appointment Committee shall assign a points weighting to the selection criteria based on the relative importance of each aspect of this criteria to the position. The aggregate points weighting for desirable criteria shall not exceed the aggregate points weighting for the essential criteria.
- 3.14 The Appointment Committee will establish its operating procedures and time frame for the recruitment activity. Dates for each stage of the process should be set by the committee.
- 3.15 At this stage, the independent and divisional representatives on the appointment committee should be fully briefed by the Human Resources Division representative in the operation and application of this policy and procedure. This includes their obligations under Anti-Discrimination, Privacy and Local Government Legislation, Enterprise Agreement, Council Policy and Code of Conduct.
- 3.16 The decision to advertise either internally or externally rests with the divisional manager and should be based on an examination of the labour market. There will be consultation with the relevant union regarding this decision.





- 3.17 All vacant positions shall firstly be advertised by way of circulars distributed and posted on staff notice boards. Notification of the advertisements will also be placed in employees pay slips, however this does not constitute an advertisement.
- 3.18 It is the responsibility of an employee to obtain a copy of the advertisement and address the full range of selection criteria in their application form. If positions are to be advertised externally, advertisements will also be placed within the local press, other newspaper/journals when specifically requested, the government body and/or accredited agencies.
- 3.19 Where deemed appropriate by an appointment committee, applicants may be required to apply by completing a relevant application form. Where this requirement exists, it is the responsibility of the employee to obtain such form.
- 3.20 Applications are received directly by the Human Resources Division where they will be held until the closing date in a file appropriately labelled. Should the applicant or their representative require to peruse or obtain/copy their own application, this may be carried out at any time.
- 3.21 Under no circumstances will applications be released from the Human Resources Division. Should there be a need to peruse applications arrangements can be made to do so within the Human Resources Division's offices.
- 3.22 The Human Resources Division will forward to each applicant a written acknowledgement of receipt of application.
- 3.23 Two working days following the closing date, all applications received will be listed and referred in a confidential envelope to the Human Resources Division Appointment Committee representative who, in conjunction with fellow Committee Members, will select a shortlist of applicants for interview.
- 3.24 Selection for this shortlist will be based upon the established selection criteria. In order to qualify for an interview applicants must at least meet the essential criteria as stated in the advertisement.
- 3.25 Internal applicants who demonstrate they meet the essential criteria will be granted an interview.
- 3.26 If there is a need to shortlist external applicants further the Appointment Committee will make a total comparative assessment of each applicant and cull those whose qualifications and experience are not competitive with other applicants.



- 3.27 Where a position is advertised "internally only" with the clearly advertised intent of filling that position from an existing member of Council's staff, casual and temporary employees are eligible to apply for the positions providing both the following criteria are met:
- If they were appointed to their present positions as a result of a selection process in accordance with this policy
  - If they were working during the period the position was advertised.
- 3.28 Internal applicants who are not granted an interview will be notified of the reasons for their exclusion by the Appointment Committee or member as decided by the Committee before the interviews are conducted. This will be carried out in writing, however, in instances where time does not allow for correspondence to be sent and received prior to those interviews, notification will occur by either telephone or meeting.
- 3.29 When a shortlist is determined, the Manager Human Resources will arrange for applicants selected by the appointment committee to attend an interview to be notified of the date, time and venue of their interview.
- 3.30 The interview questions are to serve as a guide to draw out the skills and competencies of applicants, however, responses given by applicants to questions are not to form the sole basis of assessment.
- 3.31 Other guides, such as second interviews, written applications, referees, appraisals, skills and aptitude tests and performance and experience in other positions will also be relied upon in determining the applicant with the greatest merit. Such guides will be determined by the Appointment Committee. The Appointment Committee shall also agree on the appropriate method for reference checking.
- 3.32 In the event of second interviews being required, provisions of the policy shall be observed.
- 3.33 During the interviews, all interviewees are assessed by the Appointment Committee according to the criteria and weightings they have established, culminating in the completion of a committee Rating Record Sheet.
- 3.34 This rating record sheet will be determined on a consensus basis by the committee members. Any rating sheets or notes prepared by individual committee members shall be collected by the Human Resources Division representative and destroyed (after the appointment has been effected).
- 3.35 Where the Committee rates an internal and external applicant to be equally of the highest merit, the Committee shall take appropriate steps to separate the two applicants. In the event that no separation can be made the internal applicant shall be appointed.



- 3.36 Where the Committee rates two internal applicants to be equally of the highest merit, the Committee shall take appropriate steps to separate the two applicants. In the event that no separation can be made the applicant with the longest service shall be appointed.
- 3.37 If no consensus can be reached by the Committee, then a new committee shall be formed and follow the procedures to the point of recommendation.
- 3.38 Should there be no consensus by the second Committee, the General Manager or the delegated representative will make the appointment.
- 3.39 Following interviews with the Appointment Committee, the applicant assessed by the appointment committee as having the highest degree of merit, if external, may be requested to undergo a medical examination at Council's expense on the understanding that the medical examination forms a further part of the selection process (see pre-employment medical policy). At this stage, proof of identity and where applicable proof of residency status to enable employment in Australia, should be obtained.
- 3.40 Under no circumstances should a person be given a letter of appointment prior to receiving the Divisional Manager's approval and/or, where appropriate, prior to that person undergoing a medical examination and being certified as fit to perform the nominated duties.
- 3.41 Following consideration of performance in all steps of the selection process an "Approval to Appoint" form shall be prepared by the Appointment Committee recommending the highest ranking applicant for appointment. This report will be submitted for the relevant Divisional Manager's approval.
- 3.42 If a Manager is concerned about the recommendation of the Appointment Committee, discussions should occur with the Appointment Committee to determine an appropriate resolution.
- 3.43 Should there be no approval by the Manager, reasons for such non approval will be given in writing to the Committee and the committee's concerns will be forwarded to Management.
- 3.44 Following receipt of the Divisional Manager's approval, notification of outcome shall be effected as follows:
  - a Where an application is received from an employee within Council's service and that employee is not appointed to the subject position, they shall be advised in writing of the following:
    - i the name of the successful applicant;
    - ii a meaningful explanation for their non success, and
    - iii their rights of appeal.



A feedback session with the Appointment Committee will be available for all internal unsuccessful applicants. Feedback sessions will provide the employee with an opportunity to gain information about their performance during the recruitment process.

- b The successful applicant shall be formally notified of their success by letter, subject to appeal from internal applicants.

After the period for lodgement of appeal has elapsed or written notification of intention not to appeal received, the successful applicant will be contacted and a commencement date established.

An Appointment letter confirming the grade, date of commencement and the Council Officer to whom the employee has to report to commence duties will be forwarded to the successful applicant.

- c Where all applicants for the position are outside Council's service, the successful applicant shall be contacted, as above, and a starting date arranged. Unsuccessful applicants shall be notified by way of letter.

3.45 The commencement date for an internal applicant shall be subject to negotiation between the relevant divisional managers.

3.46 The successful applicant shall undergo an induction program in accordance with the induction policy.

3.47 In the event of a recently advertised position, or a position with a similar job description, becoming vacant within a period of up to 6 months (from the closing date of the previously advertised position), the Manager may appoint the next most suitable applicant from the previous recruitment action, subject to consultation and agreement with the relevant union.

#### Procedure for Lodgement of Appeal



3.48 An appeal against an appointment may only be lodged on the grounds that the appellant believes that the process as outlined in the Appointment Policy was not followed or the appellant believes that they were treated unfairly.

3.49 The procedure for appeal shall be as follows:

3.50 Intention to appeal should be lodged in writing to the General Manager within seven working days of notification of non-success.

3.51 The General Manager shall then hear such appeal and the appellant shall have the option of appropriate representation. The appeal shall not be heard within five days of the notification of intention to appeal unless otherwise agreed.

- 3.52 If the matter remains unresolved following notification of the General Manager's determination, notification of dispute under Part 5 (Rule 24) of the Industrial Relations Act, 1996 (NSW), as amended, may be lodged, within ten working days, with the Industrial Registrar of New South Wales.
- 3.53 No appointment to the vacant position will be formally made until the dispute has been resolved.

#### **4 ENGAGEMENT OF TEMPORARY AND CASUAL STAFF**



##### **4.1 Temporary Employees**

- 4.2 Council may appoint employees to positions of a temporary basis for up to twelve months. The periods of employment will be confirmed in writing. The status of temporary staff will be reviewed on a 3 monthly basis. Temporary employees will attract the full range of benefits available under the Enterprise Agreement.

##### **4.3 Casual Employees**

- 4.4 Employees who are engaged for the duration of less than 1 week, or alternately, are on call to fill vacancies or to meet particular employment needs, shall be classed as casual employees for the purpose of this agreement. Provisions will exist for casual employment within all categories of classifications. Casual employment provisions are not designed to erode full time employment positions within Council. (Employment of casuals not in accordance with these provisions shall be subject to consultation.)
- 4.5 Casual employees will be paid a casual loading of 15 percent to compensate for loss of other employment provisions however a casual will have entitlements in accordance with the Long Service Leave Act.

##### **Policy**

- 4.6 No temporary or casual employee will commence work with Council prior to:
- i The divisional manager's approval,
  - ii Receipt by the Human Resources Division of a completed and signed "Requisition for Staff Replacement" form,
  - iii Completion of all relevant employment documentation and issue of any required safety clothing and equipment.

- 4.7 Temporary employees should be provided with details of their period of engagement and anticipated finishing date prior to commencement of work with Council.

### Procedure

- 4.8 The following procedure will apply where a Division wishes to engage staff on a temporary or casual basis:
- 4.9 A 'Requisition for Staff Replacement' form, available from the Human Resources Division must be completed and endorsed by the Divisional Manager. This form must contain full justification for the proposed engagement.
- 4.10 This form will be forwarded for the Divisional Manager's approval.
- 4.11 If the request is approved the Divisional Manager will forward the requisition form to the Manager Human Resources.
- 4.12 The Manager Human Resources or a nominated representative will contact the relevant Division to make arrangements for the new employee to complete required employment documentation prior to their commencement and will nominate the time for signing on the staff member.

## 5 **OUTSIDE INFLUENCE AND CANVASSING**



### Policy

- 5.1 Employees will not seek to influence any person in order to obtain promotion or other advantage. Any employee who considers that their claims for promotion or transfer have not been fairly considered may write a statement of such claims to the General Manager, who will refer such statement to the Council.
- 5.2 Any person seeking employment with the Council, who attempts to canvass or seek to influence any person may be disqualified from further consideration of employment with Council.

## **6 PRE-EMPLOYMENT MEDICAL EXAMINATION**

### **Policy**

- 6.1 All persons selected for temporary and casual appointment to Council's service may be required to undergo a pre-employment medical examination to determine fitness to perform nominated duties. Such examination will be conducted by a medical practitioner nominated by Council and will be at Council's expense.
- 6.2 All persons selected for permanent appointment to Council's service may be required to undergo a pre-employment medical examination to determine fitness to perform nominated duties. Such examination will be conducted by a medical practitioner nominated by Council and will be at Council's expense.
- 6.3 Existing permanent employees selected for appointment or transfer to other positions within the organisation will be exempt from a further medical examination. This, however, will be subject to the need for examination to assess fitness to perform the new position on the basis of occupational health and safety requirements. The need for such an examination will be at the discretion of Council's Manager Human Resources.

### **Procedure**

- 6.4 Following interviews with an Appointment Committee, the most suitable applicant, if external, will be required to undergo a medical examination at Council's expense on the understanding that the examination forms a further part of the selection process.
- 6.5 Such medical examination will be arranged by the Human Resources Division to be held at a mutually convenient time.

## **7 INDUCTION OF EMPLOYEES**

### **Policy**

- 7.1 All new employees will participate in an induction program following their commencement of employment with Council. The induction program is based on 3 levels: Corporate, Division and Work Section. The aim is to provide employees with information about the organisation, the division and the position in a timely, relevant and reliable way to facilitate the assimilation process and assist the employee to become effective quickly.
- 7.2 Existing employees transferring between divisions or work sections shall participate in the relevant levels of the program.



## Procedure

- 7.3 On the first day of employment the employee will report to the Human Resources Division where they will complete the appropriate paperwork, be issued with an identification badge and cover some of their basic entitlements, including the appropriate union covering the employee's trade or calling and how to gain membership.
- 7.4 The Divisional Manager shall then implement the divisional and work section components of the induction program. Guidelines have been developed to assist in this process and are available from the Human Resources Division.
- 7.5 A one day corporate induction coordinated by the Human Resources Division and consisting of presentations from various areas of council will be conducted quarterly.
- 7.6 During the employee's first year of service, and following the one day corporate induction, employees will attend a number of modules coordinated by the Human Resources Division which outline and address specific organisational initiatives and issues. These modules include but are not limited to:
  - Harassment Prevention
  - Employee Assistance Program
  - Employee Development and Review
  - Occupational Health and Safety
  - Equal Employment Opportunity
  - Quality.



## 8 ***PRODUCTION OF EVIDENCE TO PROVE IDENTITY***

### Policy

- 8.1 All new employees are required to produce proof of identity and a tax file number prior to commencement of service with Council.
- 8.2 Proof of identity needs to be produced at the time of the medical appointment.



8.3 For the purpose of this policy, proof of identity will be:

- birth certificate
- passport
- marriage certificate to prove change of name if applicable
- any other evidence which the General Manager deems satisfactory.

## 9 REGRADING POLICY



### Policy

- 9.1 Council recognises the need to retain and motivate its employees through the recognition and reward of performance. The Regrade Policy provides a mechanism to achieve this in an environment of fairness and equity, while reflecting Council's Vision and Values.
- 9.2 The Regrade Policy provides management and employees with clear guidelines to implement a regrade process which is applied consistently across the organisation, ensures equity of access, is fair, easy to administer, and understood by all parties.
- 9.3 The regrade policy is designed to ensure employees are appropriately rewarded for the work they perform and the value they add to the organisation and its processes. All employees are eligible to apply or be considered for regrading at any time on the basis of the factors set out in the regrade procedures. However, where competencies have been aligned to positions, these will be looked at in conjunction with this policy.
- 9.4 Payment of salary above the upper level of the evaluated salary range for a position requires the endorsement of the Executive Management Group. Payment above the upper salary level is available only in exceptional circumstances, and is based upon submission by the job holder and Divisional Manager which satisfies all of the following criteria:
- The job holder is currently paid at the top of the evaluated salary range
  - The job holder satisfies all of the competency requirements for remuneration at the upper level of the salary range
  - The job holder has demonstrated consistent outstanding performance which is additional to the normal requirements of the position.

## Procedure

9.5 The basis for approving an application for regrading will be changes occurring in one or more of the following factors within the context of the applicant's work:

- i qualifications
- ii skills
- iii work experience
- iv work achievements
- v performance
- vi level and/or type of responsibility
- vii content of the work
- viii workload
- ix work value as determined by council's job evaluation system
- x comparative salaries in the current labour market.



9.6 These changes will add value to the applicant's work area, Division and/or to the Council as a whole.

9.7 The individual staff member fills in an "Application for Regrading" form addressing any of the above listed factors.

9.8 The applicant personally lodges copies of their application form with:

- i the relevant Divisional Manager for determination and
- ii the Manager Human Resources for central storage and provision of written comment regarding any organisational or industrial issues that may affect the application. This comment shall be provided in writing by the Manager Human Resources to the Divisional Manager on the appropriate section of the application form.

The Divisional Manager immediately fills in and returns the receipt of lodgement slip (as provided on the application form) to the applicant. The Manager will determine the application within six weeks of receipt.

9.10 The applicant meets with Manager to discuss the content of the application for regrading. The applicant may take a representative from their Union to this and any other meeting held to discuss their application for regrading.

9.11 Where applicable, the Manager seeks comment from the applicant's supervisor regarding the application. This comment shall be provided in writing by the supervisor to the Divisional Manager on the appropriate section of the application form.

- 9.12 Where a regrading involves a salary increase of more than 2 grades there will be consultation between the Divisional Manager and Assistant General Manager.
- 9.13 If applications for regrading involve salaries above the evaluated level, they will then be referred to Executive Management. Executive Management will make a recommendation in writing to the Divisional Manager.
- 9.14 The Manager meets with the applicant for a second time to discuss the information received during steps 9.8 ii, 9.10, 9.11 and 9.12. The Manager will provide a copy of this additional information to the applicant if the applicant requests it.
- 9.15 The Manager determines the application taking into account all the relevant information. Any application for regrading that is approved by the Manager will take effect from the date the application was lodged with the Divisional Manager (as shown on the Receipt of Regrading Application form).
- 9.16 The Manager meets with the applicant to:
- i verbally advise the applicant of the decision in respect to the application for regrading,
  - ii explain the reasons for the decision, and
  - iii provide other feedback regarding the application for regrading if this is requested by the applicant.
- 9.17 This discussion shall be followed by written advice of the decision and its reasons.
- 9.18 The Divisional Manager forwards a copy of this written advice to the Manager Human Resources advising alterations to the applicant's pay rate, and the effective date of the alteration.
- 9.19 If the applicant is not satisfied with the Manager's decision (see 9.15), the applicant may appeal to the Regrade Appeal Committee. The Regrade Appeal Committee will consist of:
- i the two Assistant General Managers, and
  - ii one union representative.
- 9.20 If the applicant wishes to appeal the Manager's decision, they must lodge an Appeal Form - Regrade Appeal Committee with the relevant Assistant General Manager and send a copy to the relevant local Union Committee within 10 working days of receiving the Manager's written advice. This written appeal must state the specific grounds for the appeal, eg.
- i unfair treatment,
  - ii the factors as listed in Step 1 have not been adequately considered by the Manager,
  - iii the appropriate range of information has not been collected,



- iv the information used in making the decision is incorrect or outdated,
- v other reasonable grounds.

- 9.21 The Regrade Appeal Committee will be convened by the Assistant General Manager with whom the Appeal form has been lodged. Appeals must be determined within two weeks of receipt of the appeal form.
- 9.22 Appeals are to be considered by the Regrade Appeal Committee in accordance with the factors listed in Step 1. The applicant may supplement their written submission with a verbal presentation to the Appeal Committee. The Manager also has the right to address the Appeal Committee.
- 9.23 The Regrade Appeal Committee will then seek to reach a consensus on the appeal, which will be the organisation's final determination on the application for regrade.
- 9.24 The Regrade Appeal Committee will then complete the Appeal Form and return it to the Human Resources Division for filing. The Human Resources Division will then provide advice of the Regrade Appeal Committee's decision to the applicant and the relevant Divisional Manager. This advice shall be written and consist of the Regrade Appeal Committee's determination and the reasons for the determination. The effective date for regrading approved on appeal remains the date as listed on the Receipt of Regrading Application form (see 9.9).
- 9.25 The applicant may seek to discuss the determination of the Appeal Committee with the relevant Assistant General Manager and the representative of the relevant local Union Committee who served on the Appeal Committee. The purpose of this discussion is for the applicant to gain additional feedback on the determination of the Appeal Committee.
- 9.26 All documentation relating to an application for regrading will be retained on the applicant's personal file.
- 9.27 If the applicant is still not satisfied with the determination of the Regrade Appeal Committee, they should refer to the Grievance Procedure for further information.

## **10 RESIGNATION/RETIREMENT/TERMINATION**

### **Policy**

- 10.1 Notice of Resignation/Retirement/Termination will be given in writing by the employee on the following basis:
- 10.2 Employees classified up to Grade 29 - two (2) weeks' notice;
- 10.3 Employees classified on Grade 30 and above - four (4) weeks' notice.



- 10.4 Where this notice is not given the employee will forfeit payment in lieu of notice from their final payment, or the organisation will provide payment to the employee in lieu of notice.
- 10.5 Where an employee has given or been given notice they will continue in their employment until the date for the expiration of their notice. Employees who, without reasonable cause, absent themselves from work during the notice period will be deemed to have abandoned their employment.
- 10.6 Nothing contained in the termination of employment provisions will affect the right of the council to summarily dismiss any employee without notice. Any termination of employment will not contravene the organisation's disciplinary procedures.
- 10.7 Notice of termination of employment will not be deemed to terminate the service if it be given for the purpose of evading payment of any holiday and with the intention of re-engaging the employee within two weeks after this holiday.

#### Procedure

- 10.8 For a final pay to be prepared the employee will supply the pay clerk with a completed appropriate timesheet for the last fortnight's employment, up to and including the termination day.
- 10.9 The employee shall receive their total termination pay on the final day of their employment (their resignation date). Employees need to give instructions to the Pay Office regarding any Eligible Termination Payments.
- 10.10 All payroll deductions will be taken out of the employee's final pay, up to the termination date including settlement of any outstanding liabilities.
- 10.11 An appropriate superannuation form is to be completed for all employees and sent to their Superannuation Fund.
- 10.12 Any outstanding accounts are to be paid in full before the employee can collect their final pay.
- 10.13 An employee is entitled to roll over any superannuation contributions. Employees should seek independent advice from their Superannuation Fund concerning this option.
- 10.14 All accrued leave entitlements owing to an employee will be paid in the employee's final pay in accordance with the provisions of Council's Enterprise Agreement.



## **11 REFERENCES**

### **Policy**

- 11.1 References provided by Council, for employees, will contain the length of service and position(s) held.
- 11.2 Staff may request a personal reference from a Council Officer(s).

### **Procedure**

- 11.3 References on behalf of Council will be produced by authorised officers on Council letterhead stationery and signed by the General Manager. They will indicate the employee's length of service and position(s) held in the organisation.
- 11.4 Personal references will:
- i Not be provided on Council letterhead stationery.
  - ii Clearly indicate that content of the reference contains the Council Officer's personal opinions and comments and not the organisations.

## **12 JOB SHARING GUIDELINES**



### **Policy**

- 12.1 Full time positions may be converted to job sharing arrangements subject to the practicality of the position being job -shared; there being no loss in quality and efficiency of service provision as a result of job share; consultation with relevant unions prior to conversion of positions to job share.
- 12.2 **Definition of Job Sharing**
- 12.3 Job sharing is the sharing of any regularly established job by two persons who:
- i mutually agree to perform the tasks required of the job;
  - ii share the ordinary hours attributable to that position so that the total hours worked within the position, are equal to those which would have been worked had the position been occupied by one person.
- 12.4 Persons involved in job sharing arrangements will be recognised under Council's Enterprise Agreements as permanent part-time staff.
- 12.5 **Establishment of Job Sharing Arrangements**

12.6 Job sharing arrangements may arise through:

- i An individual approaching their Manager and indicating that they want to work less than the full time hours for their position;
- ii Two employees occupying positions of the same classification in the same Division approaching their Manager and indicating that they wish to job share a position; or
- iii A Manager wishing to convert a vacant permanent full time position to job sharing arrangements.

12.7 Upon receipt of a request to convert a position to job sharing arrangements, the Human Resources Division will notify all relevant unions in writing.

12.8 In all circumstances before any further action is taken to introduce job sharing arrangements, a feasibility study should be undertaken in conjunction with relevant unions to determine:

- i whether job sharing arrangements would be detrimental to the efficiency and effectiveness of the Division;
- ii the practicality of a position being job shared.



12.9 Once this feasibility study has been undertaken, consultation should occur between the Division Manager, the employees concerned and a representative from the Union.

12.10 In the event that an employee approaches management requesting to job share their position and it is agreed that job sharing arrangements should operate, the residual hours of that position will be advertised as a permanent part-time vacancy.

12.11 In the event that two employees approach a Manager requesting to job share and it is agreed by all parties that job share arrangements should apply, the full time vacancy created by the introduction of job sharing will be advertised.

12.12 In the event that the Divisional Manager wishes to convert a full time position to a job sharing arrangement and agreement by parties is reached for this to occur, the job sharing positions will be advertised.

12.13 Briefing of Staff

12.14 All employees will be fully briefed prior to entering into job share arrangements. This briefing, to be coordinated by the Human Resources Division in conjunction with relevant unions, is for the purpose of ensuring that these employees fully understand the implications of job sharing, ie:



- i. That they forfeit their full time employment status;
- ii. That they can only revert to full time employment status in the event that their job sharing partner leaves the position or if they are successful in obtaining a vacant position elsewhere within the organisation;
- iii. That all rates of pay and conditions of employment will be attracted on a pro-rata basis.

### 12.15 Conditions of Employment

12.16 All appointments that occur in respect to job sharing arrangements will be subject to the general provisions of Council's Appointment Policy.

12.17 Employees who elect to accept job sharing arrangements forfeit their permanent full time status of employment.

12.18 Employees involved in job sharing will be classified as permanent part-time staff and will enjoy all Enterprise Agreement conditions of employment on a pro rata basis.

12.19 Job sharing staff will be entitled to payment of public holidays that fall on days on which they would normally be expected to work.

### 12.20 General Conditions of Job Sharing

12.21 Employees engaged in job share arrangements agree to perform the duties associated with the job. Responsibility for work is to be shared equally between the two job sharing partners.

12.22 Hours of work for job sharing positions are to be determined mutually by Council management and the job sharing partners. The ability exists to work job sharing hours simultaneously depending upon the needs of the position. The over-riding factor is that the total hours for the job share arrangements will not exceed the ordinary full time hours attributable to that position.

12.23 Prior to any job sharing arrangement being approved, job sharing partners will agree to accommodate reasonable requests by management for provision of relief during periods of planned absence and long term sick leave by their job share partners. The nature of this relief will be the subject of discussion and agreement between managers and staff at the time relief is being sought.



## 12.24 Job-sharing Vacancies-

12.25 In the event that one job sharing partner elects to transfer from the position or resign from Council, the position may revert to full-time. The remaining partner will not be disadvantaged.

12.26 Council and relevant unions will review the position at this stage to discuss and agree upon an appropriate option to pursue.

12.27 In the event of both parties simultaneously vacating a job share position, discussions will occur between the manager, and relevant unions on whether the position should revert to full time or remain as a job sharing arrangement. Each case will be assessed on its merits in determining the outcome of these discussions.

## 13 EMPLOYMENT OF PERMANENT STAFF WHILE ON PARENTAL LEAVE

### Policy



13.1 Where there is a need and it is deemed appropriate by the Divisional Manager, a second employment contract may be arranged for employees on unpaid Parental Leave (including Adoption Leave).

13.2 During the period an employee is on Parental Leave, Council may establish a second employment contract with the employee for a specific project. The permanent employment contract and the second employment contract are separate contracts. The second employment contract does not interfere with any provisions or benefits of the employee's permanent employment contract or Parental Leave arrangements.

13.3 The following requirements for such a scheme will apply:

- a The employee will be contracted to carry out a specific project. This policy is not designed to allow an employee to be brought back while on Parental Leave to do the job they are employed for under their permanent contract.
- b An employee may be engaged on a second employment contract while on Parental Leave, for a single specific project which lasts a maximum of two (2) months.
- c The employee will be engaged on the same substantive classification and rate of pay, as would a permanent employee carrying out the same project.
- d Council may not impose this second employment contract on an employee. The employee will be made fully aware of the contract and its implications prior to making a decision as to whether they wish to participate.



- 13.4 In assessing needs, Divisional Managers should consider the following:
- Is funding available from divisional salary accounts?
  - The project which must be completed and the timeframe for carrying out the work;
  - Are the skills required to do the work available within the organisation or are there other options available such as a reallocation of duties, or job rotation?

A Human Resource Officer will be available for consultation on any of these matters.

- 13.5 Following this assessment, the proposal should be discussed with the prospective employee.

#### **Procedure**

- 13.6 The Divisional Manager should ensure the employee is fully aware that the second employment contract is quite separate to their permanent employment contract.
- 13.7 A "Requisition for Staff Replacement" form, available from the Human Resources Division must be completed.
- 13.8 This form will be forwarded for the Divisional Manager's approval. If the request is approved the Divisional Manager will forward the requisition form to the Manager Human Resources.
- 13.9 The Manager Human Resources or a nominated representative will contact the relevant Division to make arrangements for the employee to complete required employment documentation and will nominate the time for signing on the staff member.
- 13.10 Under no circumstances will a Division engage the employee prior to obtaining the Divisional Manager's approval and prior to that person completing required employment documentation in the Human Resources Division.
- 13.11 Notwithstanding any coexisting second employment arrangements, an employee on Parental Leave is still required to provide Council with at least four (4) weeks notice of intention to return to their normal duties.

## **14 TEMPORARY TRANSFER OF EMPLOYEES**

### **Policy**

- 14.1 Consistent with the provisions of its Enterprise Agreement, Council will support the notion of temporary transfer of staff.

14.2 Principally occurring in the form of job rotation and internal and external secondments, selection for participation in such opportunities will not be based on the provisions of Council's Appointment policy. Rather, selection will occur across a range of factors including:

- i Employee potential,
- ii Human Resource Planning objectives,
- iii Succession Planning objectives,
- iv Employee career planning and skill development objectives,
- v Organisational needs and priorities,
- vi Requirements for added flexibility in work performance.



### 14.3 Job Rotation

14.4 Ability will exist for job rotation to occur between positions within the same job family and level. In many instances, such as in the case of clerical and stenographic positions, this is simply a formalisation of long standing job rotation provisions.

14.5 Job rotation is not to be regarded as an appointment within the context of Council's Appointment policy and as a matter of principle will not involve higher grade pay considerations.

14.6 Job rotation will be subject to

- i the practicality of the position being job rotated, and
- ii there being no loss in quality or efficiency of service provision as a result of job rotation.

14.7 Job rotation is designed to provide an opportunity for both Council and its employees to gain wider experience and enhance skill development. Under no circumstances, should job rotation be used as a disciplinary measure.

14.8 Either an employee or Council management may initiate the request for job rotation. The implementation of any job rotation arrangements, however, will be subject to the discretion of Council management following consultation with relevant unions and employees.

14.9 When considering any job rotation proposal, the manager concerned will take into account any views expressed by an employee regarding the proposed job rotation.

### 14.10 Secondments

14.11 Secondments may occur to positions within the organisation, through placement with external bodies or through participation in a formal program of inter-organisational exchange.

14.12 An internal secondment may occur to any position within the organisation.

14.13 A secondment will occur subject to:

- i the practicality of the secondment occurring;
- ii there being no loss in quality or efficiency of service provision as a consequence of secondment; and
- iii consultation with relevant unions.

14.14 The selection of staff for secondment will be at the discretion of management.

14.15 Internal secondments to positions outside an employee's division positions will generally be advertised.

14.16 An internal secondment in the context of the Local Government Act, 1993 (NSW), as amended, may be viewed as a temporary internal promotion. Secondments may extend for a period of up to but not exceeding twelve months in duration and no longer than two separate but continuous twelve month periods.

14.17 Where a secondment position has been identified to continue beyond this legislative period for temporary appointments, the position is required to be advertised and determined on the basis of Appointment by Merit.

14.18 An employee will retain the right of return to their substantive position at the conclusion of their secondment period.

14.19 Where an employee is seconded to a position which is of a lower grade they shall not be disadvantaged in terms of pay rate and hours of work.

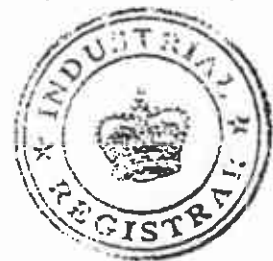
14.20 Where an employee is seconded to a position of the same level it shall be considered as a temporary lateral transfer

14.21 Where an employee is seconded to a position of a higher level they shall be subject to the conditions for that position.

## **15 LATERAL TRANSFER OF EMPLOYEES**

### **Policy**

15.1 Management reserves the right to move employees between locations at any time. Notwithstanding this the purpose of these guidelines is to ensure fairness and equity within the process in line with the Enterprise Agreement philosophy of job rotation. The guidelines provide management with a tool to assist in filling vacancies and employees the opportunity to transfer locations within their job classification. Use of this option prior to recruitment is at the divisional manager's discretion.



## Procedure

- 15.2 When a position becomes vacant the opportunity for transfer within classification arises. The division shall ensure that all permanent employees within that classification be given the opportunity for transfer.
- 15.3 If more than one vacancy exists the lateral transfer process will begin with the vacancy that occurred first.
- 15.4 At least one representative from the division and one representative from the relevant union will be invited to take part in this process.
- 15.5 Selection will be based on meeting the essential criteria for the position.
- 15.6 Where two employees are determined to be equally suitable, length of service may apply.
- 15.7 Resulting vacancies from this process shall be filled in the same manner until a vacancy cannot be filled by an existing permanent employee of the same classification.
- 15.8 Remaining vacancies shall then be filled in accordance with council's Appointment Policy.

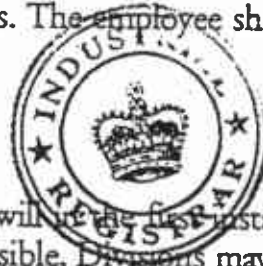
## 16 RELIEF OF STAFF



### Purpose

- 16.1 To establish a fair, equitable and efficient policy for the management of temporary vacancies arising primarily from scheduled leave. Where relief is required the provisions of this policy will be implemented.
- 16.2 In order to ensure an efficient, competitive environment there may be instances where work needs will restrict the ability for employees to be released to relieve in other positions. These situations will be at the Divisional Manager's discretion. (Certain positions are deemed priority positions and relief must be provided in these instances. These positions will be agreed to and reviewed as required by the Divisional Managers. If an employee declines to relieve in a priority position, their reasons for declining will be discussed and their status on the relief list will be reviewed.
- 16.3 An evaluation of performance during periods of relief will be carried out between supervisor and employee. Evaluations should be recorded in the agreed format and

taken into account for future development opportunities. The employee should be given a copy of the evaluation for their records.



#### 16.4 Wages Staff

16.5 Temporary vacancies of less than one week's duration will, in the first instance be drawn from within the work unit. Where this is not possible, Divisions may obtain temporary relief staff in accordance with the following guidelines.

16.6 Temporary vacancies in excess of one week will be drawn initially from a relief list of employees based on work locality.

16.7 This list will be compiled through a process of internal advertisement. Recruitment to relief lists will be undertaken in accordance with the skills, knowledge and experience required for the relief positions. If a relief list cannot be formed from internal resources, external sources may be used in accordance with the appointment process.

16.8 Some employees may be precluded from relieving in other positions if they are subject to disciplinary action. The Divisional Manager shall review such cases in consultation with the relevant union, on a case-by-case basis taking into account all of the issues.

16.9 Once persons have been appointed in accordance with this policy, those selected for appointment to relief lists will be listed in order of seniority.

16.10 Access to periods of relief will be on a rotational basis. The minimum period of relief for purposes of rotation will be one week. The maximum period for purposes of rotation will notionally be three months. This is to ensure that all employees who have been appointed to relieve in positions are given opportunity to gain experience, skills, knowledge and competency in performing the duties of the position. There may be occurrences where the notional period of three months needs to be extended to meet work needs, however, this should not be used to circumvent the spirit of this policy.

16.11 Where a temporary vacancy arises, employees will be drawn from the appropriate relief list, commencing with the most senior employee who has been appointed.

#### 16.12 Salaried Staff

16.13 Each division will have a system of relief that takes into account both individual and organisational needs. The system will take into account workloads and abilities of individuals in a fair and equitable manner.

16.14 Within each divisional relief system, where there is more than one eligible employee for relief in a position then a process of equity shall be established.

16.15 Selection of relief staff shall take into account the criteria for the position, within a process of merit and incorporating values of the organisation.

16.16 Relief positions shall not be greater than twelve months unless agreed between management and relevant union.

## **17 CALCULATION OF SERVICE**



### **Policy**

17.1 Subject to the provisions contained elsewhere in this Agreement, calculation of service will include the total period of employment with Wollongong City Council from the date of commencing duties to the date of termination of employment, plus all service transferred from other Council's for the purposes of Long Service Leave Entitlements.

### **Procedure**

17.2 In calculating periods of service with Council, the following will be taken into account:

- Any leave of absence with pay approved by Council;
- Any leave of absence without pay approved by the Council not exceeding thirty consecutive days or shifts within any one service year;
- Any leave of absence without pay approved by the Council for any period to enable the employee to gain experience with other employers or to improve the employee's knowledge on matters pertaining to the Council's activities;
- Sick Leave with pay approved by Council;
- Periods of absence due to accident whilst an employee of the Council and whilst receiving payment under the Workers' Compensation Act 1987 as amended;
- Annual and Long Service Leave;
- Periods of service whilst in employment as a temporary employee;
- Where an employee has resigned or has been terminated by Wollongong City Council for any reason other than misconduct and is re-employed by Wollongong City Council within a twelve month period, the total length of service accruing to them at the date of resignation, retirement or discharge will be taken into account for calculating length of service and leave entitlements;

- Leave of absence paid or unpaid for the purpose of undergoing service with any branch of the Armed Services either compulsorily or voluntarily. Refer to Council's Military Leave Policy in regard to Defence Force Reserve Leave.

17.3 For the purpose of calculating Long Service leave entitlements, the continuity of service will be deemed to be unbroken when transferring from one Council to another within NSW:

- Where the break in service is less than one month in the case of an employee who has not yet qualified for long service leave accruals; or
- Where the break in service is less than three months in the case of an employee who has qualified for long service leave accruals;

Provided that the employee does not undertake paid employment for another organisation between leaving one Council and commencing with Wollongong City Council.





## II EMPLOYMENT OPPORTUNITY

### 1 EQUAL EMPLOYMENT OPPORTUNITY



#### Policy

- 1.1 To ensure all employees and prospective employees are treated in an equitable manner.
- 1.2 To identify barriers to employment, training, development and promotion within the organisation.
- 1.3 To provide and implement an annual EEO Management plan to redress identified inequalities.
- 1.4 To ensure that development, application and monitoring of personnel policies and practices are consistent with EEO principles.
- 1.5 To provide employees with the means for resolution of grievances.

#### Procedure

- 1.6 Establish a personnel data base through a confidential employee questionnaire.
- 1.7 Maintain quarterly statistics in the areas of recruitment, promotion and training to provide an ongoing monitoring mechanism of employment opportunities.
- 1.8 Develop strategies to redress identified inequalities through an EEO Management Plan and annual EEO Report.
- 1.9 Review personnel policies and practices for consistency with EEO principles.
- 1.10 Provide appropriate training in EEO matters.
- 1.11 Ensure all employees have access to organisational information through an induction process and other information networks.
- 1.12 Ensure all employees are aware of the processes available to them for resolution of grievances:
- 1.13 If an employee feels they have been treated unfairly in their work situation, that employee should contact either:
  - i their supervisor;
  - ii their union delegate;

- iii Council's Equal Employment Opportunity Coordinator.

The employee's grievance will thereafter be dealt with effectively and without fear of reprisal. Action taken should encourage the internal resolution of complaints through a conciliatory process.

- 1.14 If the above process has failed to settle the employee's grievance, more formal methods of resolution may be found through:
- i Council's Grievance Procedure;
  - ii the appeal provisions of Council's Appointment Policy;
  - iii the Anti-Discrimination Board of New South Wales.



## **2 HARASSMENT PREVENTION IN THE WORKPLACE**

### **Purpose**

- 2.1 Wollongong City Council is committed to ensuring an environment, which fosters fairness, mutual trust and respect amongst its employees. Harassment, in any form, contravenes these principles, as it is discriminatory and disruptive to good working relationships between employees.
- 2.2 Harassment, on the grounds of sex, pregnancy, race (including colour, nationality, descent or religious background), marital status, disability, homosexuality (actual or perceived), transgender (transsexuality) (actual or perceived) or age, is unlawful as it is a form of discrimination under state and federal anti-discrimination law. Racial vilification, homosexual vilification, vilification of people on the grounds of their HIV or AIDS status and transgender vilification is also unlawful. Wollongong City Council is covered by several federal laws such as the Commonwealth Racial Discrimination Act 1975 (amended by the Commonwealth Racial Hatred Act in 1995), the Commonwealth Sex Discrimination Act 1984 and more specifically in this state, the NSW Anti-Discrimination Act 1977.
- 2.3 In general, harassment of any employee during their employment (that is, during work hours, Council related functions - social or work related, or on Council business) is against the law. This can include harassment by another staff member, a manager, an elected member or Council customer. Specifically, Section 53 of the Anti-Discrimination Act makes employers liable for their own misconduct as well as the misconduct of staff. This type of liability is called "vicarious liability" and means that Council is responsible for ensuring that no employee engages in behaviour which is harassment under the Act. Recent amendments to the Act (passed in July 1997) however, also clearly state that an employer is not liable if they have taken all reasonable steps to prevent the employee from contravening the Act. In this instance, the employee will be solely responsible for their actions.
- 2.4 These amendments also include a specific definition of sexual harassment that identifies new areas and circumstances in which sexual harassment is unlawful. In

particular, the Act now states that it is unlawful when sexual harassment occurs between workplace participants. With regards to Council, this definition covers employer, employee, contract worker, volunteer or unpaid trainee, for example work experience. It is also unlawful to sexually harass a person who is seeking to become either an employee, contract worker, volunteer or unpaid trainee in the same workplace.

- 2.5 Certain cases of harassment may also be an offence under the Crimes Act. Harassment also contravenes Council's Equal Employment Opportunity policy and Occupational Health and Safety Code of Practice, by making the workplace unsafe and unhealthy.

### Policy

- 2.6 Wollongong City Council considers harassment to be an unacceptable form of behaviour which will not be tolerated. It is committed to ensure the prevention of harassment in the workplace and every action will be taken to ensure harassment is eliminated.
- 2.7 It is the responsibility of all Council staff, including councillors, senior managers, supervisors and employees to ensure that individuals are not subjected to any form of harassment.
- 2.8 Harassment committed by any Council employee, including harassment of Council customers, will be seen as misconduct and a breach of discipline. Appropriate disciplinary action will be taken against any individual engaging in such conduct.
- 2.9 Any Council employee who believes they have been subjected to any form of harassment, may discuss the grievance with either their supervisor, their manager, a Contact Officer or the Grievance Officer.
- 2.10 All grievances will be treated seriously, sensitively, promptly and confidentially.
- 2.11 All grievances will be investigated fairly, impartially and confidentially. Council will ensure that no employee lodging a grievance will be victimised as a result of lodging the grievance.
- 2.12 Every attempt will be made to ensure that all grievances are resolved within the workplace wherever possible.

### Definition

- 2.13 Harassment is any unwanted, unsolicited and unreciprocated behaviour, act or statement that offends, humiliates or distresses the recipient, and which creates an intimidating, hostile or offensive work environment.

2.14 Workplace harassment based on a person's (or their relationship to or association with a person of a particular) sex, race or ethno-religious background, marital status, pregnancy, disability, homosexuality, transgender or age, may take the form of (but is not limited to):

- offensive jokes, suggestions, verbal abuse or derogatory comments that humiliate, offend, or stereotype people generally or an individual;
- offensive or obscene material (displayed or distributed publicly, sent through electronic mail systems or other computer systems or put in someone's belongings or work space);
- isolation or segregation (for example, excluding someone from work activities, functions or information, dismissing someone's contribution in a meeting or discussion, not talking to them);
- offensive gestures;
- unwelcome sexual or physical contact (such as touching, pinching, patting or putting an arm around someone);
- sexual propositions;
- sexual assault (a crime as well, under the Crimes Act).



2.15 Usually harassment is ongoing or a series of events. However, from a legal perspective, harassment does not need to happen more than once for it to be against the law. Behaviour that neither party finds offensive is not harassment as defined under legislation.

## Roles and Responsibilities

### Managers and Supervisors

2.16 It is the responsibility of managers and supervisors to ensure that all staff understand that harassment is not to be permitted in the workplace and that all grievances will be taken seriously and dealt with in accordance to the subsequent Grievance Procedure. Furthermore they should:

- Ensure confidentiality and complete privacy is maintained in all matters;
- Be available to discuss any grievances that may be lodged with the persons concerned that is, those persons with grievances, those persons complained against and Contact Officers;
- Ensure the harassment policy and grievance procedure is strictly adhered to;

- Communicate to all persons concerned, their rights and responsibilities;
- Ensure all resources are provided to facilitate resolution of the grievance;
- Continually monitor harassment grievances that have been resolved to make sure that the negotiated outcomes have been implemented and that an assessment of the effectiveness of the negotiated strategies is conducted;
- Contact Grievance Officers for assistance in resolving cases if uncertain, when the manager or supervisor can not provide an unbiased decision , or they feel they do not possess the authority or expertise to deal with a particular grievance.
- Provide continual workplace education to increase the awareness of this policy and what constitutes acceptable behaviour in the workplace so as to assist in the prevention of ongoing harassment.

### Contact Officers

2.16 It is the role of Contact Officers ( please refer to list of Contact Officers available in all Council work sites) to provide an alternative confidential contact point for those members of staff who, for whatever reason, prefer not to take their complaint directly to their supervisor or would like to speak to someone outside their immediate work area. The Contact Officer is to provide support and assistance to those persons with a grievance. More specifically, it is their responsibility to:

- Listen to the complainant ensuring confidentiality at all times. Discussion of the grievance with other persons should only occur if permission has been given by the complainant and the other persons have a legitimate right to know;
- Provide the complainant with information about the range of options available for resolving a complaint. These are outlined in the subsequent Harassment Grievance procedure and include resolving the grievance internally; lodging the grievance with and/or seeking counselling support or advice from, an external agency; or reporting a criminal offence to the appropriate bodies;
- Provide support by accompanying the person to interviews and/or internal inquiries, if the person desires, and once a case has been resolved, following up to determine if the negotiated agreements are working and harassment has ceased;

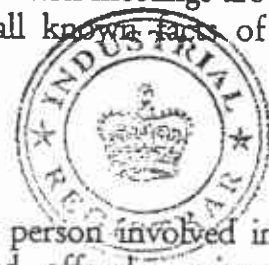


- Acknowledge personal biases and/or lack of knowledge by referring the complainant to someone more suitable.

### Grievance Officer

2.17 The Grievance Officer is an additional resource in the grievance procedure, providing an alternative investigatory mechanism. This function will be performed by the Manager, Human Resources and it is his or her primary role to attempt conciliation between the parties and to investigate formal grievances. It is his or her responsibility to:

- Be available to managers, supervisors and other persons to answer enquiries about harassment and to assist in the resolution of harassment complaints if requested;
- Determine whether or not a complaint should be handled by Council or by an outside agency;
- Act as a mediator when requested, ensuring that mediation meetings are fair, that all parties are heard without bias, and that all known facts of the grievance are brought forward;
- Negotiate a specific settlement agreed by all parties;
- Warn against victimisation or reprisals against any person involved in an harassment grievance that is, complainant, alleged offender, witnesses, contact officers or person(s) conducting the investigation.



### All Employees

2.18 It is the responsibility of all staff to respect the rights of other persons and to never encourage harassment. If an employee believes that a fellow colleague is being harassed, he or she can help prevent further incidents of harassment occurring by offering support to the person being harassed. This can be done by:

- informing them that he or she is willing to act as a witness if the person being harassed decides to lodge a grievance;
- refusing to join in with any harassing activity;
- supporting the person being harassed to say no.

2.19 It is not the responsibility of the person witnessing the harassment to say anything to the offender or to spread rumours about someone. If a person participates in spreading rumours, he/she may be subject to a defamation act.



## Grievance Procedure

### 2.20 Lodging a Grievance

- 2.21 If an employee feels they have been harassed, they should make it clear to the offender that their behaviour is offensive and unacceptable. Ignoring the behaviour may often be misunderstood by the offender as approval of the behaviour.
- 2.22 Alternatively, if the person, for whatever reason, feels they cannot approach the offender, they should approach their supervisor, manager or contact officer for advice and assistance.
- 2.23 The employee should record the date(s), place(s), time(s) and witnesses, if any, of the incident or incidences of harassing behaviour.
- 2.24 Advice may be sought from or a formal grievance may be lodged with either the employee's supervisor, manager, Contact Officer or Grievance Officer.
- 2.25 The employee's grievance will be dealt with sensitively, promptly, confidentially and without fear of reprisal. Investigations will be carried out in an impartial manner by the person responsible for conducting the investigations. This may be the supervisor, manager or the Grievance Officer.
- 2.26 In the event the internal grievance procedure has failed to settle the employee's grievance, or the employee does not want to follow the internal procedure, resolution may be found through an external agency such as the Anti-Discrimination Board or the Commonwealth Human Rights and Equal Opportunity Commission.
- 2.27 Counselling is available to all employees by contacting the Industrial Program Service which is Council's provider of the Employee Assistance Program. The professional counsellors are qualified in dealing with personal problems, and will handle the matter in a confidential manner.

### Dealing with a Grievance

#### 2.28 When receiving a grievance, it is important to:

- Respond promptly, treating the grievance sensitively, seriously and confidentially by ensuring that the names of anyone involved in a grievance are not discussed with others except those immediately involved in the grievance.

2.29 Discuss with the individual the options/ courses of action available to resolve the grievance. This may include the following:

- Seeking a personal solution by directly asking the person to stop the behaviour or writing a letter to the offender asking for certain behaviour to cease;
- Adopting an informal approach to resolving complaints by conducting a private interview with the alleged offender, seeking their cooperation in finding a workable solution to the problem;
- Lodging a formal grievance.
- No action should be taken without the consent of the complainant unless it is considered that the matter, if neglected, would endanger anyone (for example, the safety of individuals may be at risk, or there is concern that the action will not cease). Agreed action should be documented and signed by both parties.



2.30 When investigating a formal harassment grievance, it is important to:

2.31 Ensure the grievance is investigated and resolved without delay. The investigation should commence within twenty four (24) hours of receiving the grievance and no later than seven days after receiving the grievance. Timeframe for investigation and resolution of grievance may be negotiated with parties concerned, however investigation should be resolved, wherever possible, no later than four weeks after grievance has been lodged.

2.32 Ensure the person involved in assisting the complainant to lodge the original grievance is not responsible for investigating the complaint. Investigations will need to be carried out by those persons delegated to do so, that is supervisors, managers or the Grievance Officer.

2.33 Conduct an interview with the complainant allowing, if desired, a union representative, a professional (qualified) interpreter, or another employee to be present. In the interview:

- Clarification of the events or behaviours leading to the grievance should be made including dates, times and any witnesses of the behaviour or event. Detailed notes should accurately reflect the perceptions of the person lodging the grievance.
- Advise the employee that a full investigation will be carried out and explain procedure that will be followed. This procedure is outlined in the subsequent points (please refer points 2.34 to 2.39).



- Once again, complainant should be provided with full range of options, as detailed in point 2.29 of Dealing with a Grievance. The person should also be given the option of lodging the grievance with an external body such as the Anti-Discrimination Board. Information on the services available should be provided by the contact person and assistance offered to follow up this decision.
- 2.34 Conduct an interview with the alleged offender, advising of the grievance lodged against him or her. In this interview:
- Emphasise the impartiality of person conducting the investigation and stress the importance of confidentiality;
  - Advise the alleged offender of the kind of investigative process that has been decided on and their rights of representation or advice, that is, a union representative or a professional interpreter, if desired;
  - Provide the alleged offender with the opportunity to respond fully to the allegations within a negotiated time frame;
  - Advise the alleged offender not to approach the complainant directly or indirectly about the allegations.
- 2.35 To ensure a thorough investigation, it may be necessary to conduct interviews with those persons named as witnesses by the complainant or alleged offender, ensuring confidentiality is maintained and involvement is kept to the minimum necessary to establish facts.
- 2.36 The person conducting the investigation should remain impartial and not prejudicial of the matter.
- 2.37 Throughout the investigation, verified notes of discussions, meetings and interviews with the person lodging the grievance, the alleged offender and any witnesses, should be kept by the person conducting the investigations.
- 2.38 As all parties concerned in the making and investigation of a grievance are bound by law to observe strict confidentiality, any breach may be regarded as misconduct and the offender may be subjected to the disciplinary procedure.
- 2.39 During the period of investigation, temporary alternative work arrangements may be made at the direction of the manager or the Grievance Officer, in consultation with the manager concerned, or will be considered at the request of the complainant or alleged offender. No employee will be disadvantaged in their employment conditions or opportunities should this occur.



## Resolving a Grievance

- 2.40 If the allegations are substantiated or admitted, a decision will be made on the most appropriate course of action. This may involve:
- Counselling of both the complainant and/or alleged offender;
  - Mediation through conflict resolution or educational strategies;
  - Application of Council's disciplinary procedure which may result in summary dismissal;
- 2.41 If the allegations are not substantiated, the reasons for the decision should be explained to all parties. However it may be necessary to:
- Consider alternative work arrangements at the request of the complainant or alleged offender;
  - Ensure that the complainant and the alleged offender do not suffer any consequences as a result of a grievance being lodged.
  - Be explicit about and ensure understanding of acceptable and unacceptable work behaviour with all concerned.
- 2.42 If the allegations are found to be frivolous, vexatious, malicious or contrived, the complainant may:
- Be required to undergo counselling;
  - Be subject to Council's disciplinary procedure.
  - The Grievance Officer and/or manager/supervisor should follow-up after the investigation has concluded to ensure that behaviour has ceased and neither party has been victimised.
- 2.43 Appeals
- 2.44 If the complainant or the alleged offender, feels the grievance procedure has not been followed properly or the outcome is inappropriate, an appeal may be submitted to the General Manager.
- 2.45 The General Manager will look at the way the grievance was handled and the disciplinary action taken. If they feel the grievance has been handled properly and the final decision was fair, Council will take no further action. However, if it was felt the grievance was not handled properly, the General Manager will conduct



further investigations or will arrange for someone, other than the person who conducted the initial investigations, to carry out the review.

## 2.46 Glossary of Terms

Alleged Offender	Person against whom a grievance has been lodged.
Complainant	Person who feels they have been subjected to some form of harassment.
Conciliation	Speaking with the complainant, speaking with the alleged offender and negotiating a resolution which may range from an apology to disciplinary procedures.
Confidentiality	Only those persons directly involved in lodging or investigating a grievance will have access to information about the grievance.
Defamation	Any written or verbal statement which is false or derogatory. The complainant, alleged offender and any persons directly involved in investigating or resolving a grievance are protected against any action for defamation by defence of qualified privilege.  This privilege is only available when the grievance is made honestly and is not motivated by ill-will or malice; the above named persons act in accordance with established procedures; and information is provided to those persons with a legitimate right to know.
Grievance	A type of problem, concern or complaint related to work or the work environment. A grievance may be about any act, omission, situation or decision that a person thinks is unfair, discriminatory or unjustified.
Harassment	Any unwanted, unsolicited and unreciprocated behaviour, act or statement that offends, humiliates or distresses the recipient.
Impartiality	All grievances will be investigated in a fair manner. No judgements or assumptions will be made and no action will be taken until all relevant information has been collected and considered.



Promptly

All grievances will be dealt with as quickly as possible. Every attempt will be made to resolve all grievances within four (4) weeks wherever possible unless otherwise negotiated between the concerned parties.

Sensitively

All grievances will be listened to in an unbiased, supportive and empathic manner.

Sexual Harassment

Any sexual behaviour such as a sexual advance, request for sexual favours or other conduct of a sexual nature which is unwelcomed by the recipient and that a "reasonable person" would have expected the recipient to find offensive, humiliating or intimidating.

Victimisation

Any unfavourable treatment of, or disadvantage to, a person lodging a grievance and/or person acting as a witness or assisting the complainant, as a consequence of their involvement in Council's Harassment Grievance Procedure.



The law protects the abovenamed persons from further disadvantage or mistreatment and management will take all necessary steps to ensure victimisation does not occur.

Vilification

Any act that happens publicly as opposed to privately, and that could incite (encourage, urge or stir up) others to hate or have serious contempt for or severely ridicule a person, or a group of people, because of their race, homosexuality, HIV or AIDS status or transgender status.

Exceptions under the law include a fair report by media, acts of vilification that are done "reasonably and in good faith" for academic, artistic, scientific, research or other purposes in the "public interest" and material in parliamentary, court or tribunal proceedings or other Government inquiries

### III MANAGING ORGANISATIONAL CHANGE

#### 1 MANAGING ORGANISATIONAL CHANGE



##### Purpose

- 1.1 The aim of this document is to set the conditions and guidelines for the management of employees whose positions have been identified as surplus to Council's needs.

##### Policy

- 1.2 Under the terms of Wollongong City Council's Enterprise Agreement, a guarantee has been given that there will be no forced retrenchments. Notwithstanding this, the ongoing process of workplace change may result in the identification of positions which are surplus to Council's requirements.
- 1.3 A commitment is given that every effort will be made to ensure that all employees occupying positions identified as surplus will be found meaningful work commensurate with their qualifications and experience.
- 1.4 In addition, Council will commit itself to retraining and reskilling of all existing staff.
- 1.5 In responding to these situations, Wollongong City Council adopts as its prime option a policy of redeployment. It is recognised however, that redeployment may not always be a satisfactory solution to the management of redundant positions and as a consequence, a number of alternative options should be available to Council and its employees.
- 1.6 Neither redeployment nor any of the other options incorporated within this document will be used as disciplinary tools.
- 1.7 Council has identified the following principles to be applied to the process of managing surplus employees. The ensuing sections provide more detailed guidance on how to apply these principles.
  - i All employees must be treated fairly, in line with Council's Equal Employment Opportunity policies and the relevant legislation.
  - ii All employees occupying the positions identified as surplus to requirements will be notified regarding the situation. This will be in writing.
  - iii Information will be made available to employees of their options, entitlements, available services and sources of further information at each stage of the process as appropriate.

During the process employees continue to maintain existing rights and privileges under the Enterprise Agreement, Council Staff Policy and other agreements in place from time to time.

- iv Once a position is identified as surplus, and abolished, it may not then be filled.
- v Redeployment, retraining and redundancy should be part of a planned process in line with strategic and corporate strategies.
- vi Employees may be identified as surplus as part of an organisational review/job redesign or technological change which results in the abolition of their positions. Such reviews will follow agreed consultative procedures.
- vii The process will be initiated by management and should be flexible and innovative to cope with individual circumstances and needs.

### Procedure

1.8 The general process for managing surplus employees may be divided into four principal stages.

- i The review or restructure of an area and the abolition of identified positions.

There are a range of ways reviews may be carried out.

Two points, however, should be noted:

- When a resignation occurs, Management will determine whether a replacement is required. Where it is determined not to proceed with staff replacement, discussions will be initiated with the relevant union, outlining the reasons for non-replacement.
- Agreed procedures for notifying Unions/Associations of proposed changes, which affect employees, should apply.

- ii Identifying or determining surplus employees

In cases where whole areas are abolished as the result of a review, restructure or reorganisation all employees in that area would normally be declared surplus.

In cases where the review, reorganisation or restructure recommends a new smaller or different structure and resulting workforce profile some positions may be eliminated, some may remain and some new ones may be created.



This may occur where the review process identifies a need for the area to change its business focus and the corresponding skills mix of employees.

In these situations management will need to determine who among the existing employees are surplus. The selection will be made on the basis of employees skills and abilities in relation to the requirements of the job(s). This process in its entirety will be undertaken in consultation with relevant unions.

It is important in this process to ensure employees are treated equitably, sensitively and with dignity.

iii Identifying available options for surplus employees

Employees should be advised by management and at their option in the presence of union representation, where their positions are abolished and that they have been identified as surplus. At this stage they will also be advised of the options available to them.

These options are covered in detail in the separate sections as indicated.

iv Implementation

After discussion with employees and/or their representatives and an appropriate course of action has been agreed upon it should be implemented according to an agreed time schedule. This time schedule should incorporate a date of implementation and reasonable notice period as agreed between the parties.

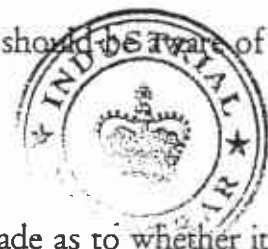
- 1.9 The following information covers additional matters parties should be aware of in the process of managing surplus employees.

**Attrition:**

- 1.10 When positions become vacant, an assessment should be made as to whether it is necessary to fill them considering the skills mix requirements of the area, and the current/future workload.

**Recruitment:**

- 1.11 One of the critical outcomes of many reviews is the need to alter skills mix. Council will continue to recruit where required skills do not currently exist within the organisation or they cannot be readily developed in existing employees within a reasonable time which will be discussed between the parties.



1.12 However, recruitment may be limited from time to time to assist the process of redeployment and to ensure that Council does not unnecessarily make people redundant.

1.13 Positions will not be advertised before checking the lists of employees available for redeployment. This should be undertaken in consultation with the Placement Committee.

#### 1.14 Consultative Arrangements For Implementation Of Review Proposals:

##### Policy

1.15 This agreement recognises the right of unions to represent the interest of their members through consultation and/or negotiation with Council in the process of implementing workplace change proposals.

##### Procedure

1.16 Affected Unions will be provided with review proposals following initial consideration of proposed plans by senior management.

1.17 Proposals for implementation of workplace change, including the outcomes of organisational reviews, job redesign and technological change will include, where available, the following:

- i The reasons for the change, including relevant information such as costings where appropriate;
- ii Implementation details regarding the area or function affected;
- iii Specific positions affected;
- iv Redeployment options available within Council and other options available in line with current policies;
- v Unions involved will be advised of all vacancies awaiting filling during the period of implementation that affected employees may reasonably be expected to have an opportunity to apply for.

1.18 No offers of redundancy will be made until the end of the negotiation period, unless it is otherwise agreed by the parties. If it is identified that there are positions surplus to requirements at the end of the negotiation and/or consultation period formal offers will then be made to employees where necessary.

1.19 The parties recognise that should disputes arise Council's Grievance Procedure should be followed.







## 1.20 Guidelines For Identifying Surplus Employees:

### Policy

- 1.21 Employees may be identified as surplus as a result of restructuring, reorganisation, technological change, or other review processes that lead to the abolition of their jobs or positions.
- 1.22 In the process of reforming the Council's operation it is important the organisation has the best appropriately skilled workforce to enable it to meet its business needs and objectives.
- 1.23 When identifying employees as surplus, managers and unions must ensure the decisions are based on fairness.
- 1.24 Employees may be declared surplus in the following circumstances:
- i Where whole areas or functions are abolished as the result of a review, restructure, reorganisation or technological change all positions and employees in that area may be declared surplus.
  - ii Where the review, reorganisation or restructure recommends a new, smaller or different structure, and resulting workforce profile, some jobs or positions may be eliminated, some may remain and some new ones may be created. In this situation management, in consultation with relevant unions, will need to determine who among the existing employees are surplus.

### Procedure

- 1.25 Where the parties have to determine which employees are surplus and which are not, the following guidelines will apply.
- 1.26 Where new jobs are created at higher levels than existing employees those positions are to be filled through either:
- i redeployment from elsewhere within Council of suitably skilled employees who are at that level or higher levels, or
  - ii internal or internal and external advertisement on the appropriate appointment policy.
- 1.27 Where new positions are available at a level commensurate with a employees skills, abilities, qualification and salary/wage level, existing employees may be offered the opportunity for redeployment into those positions, under the conditions of the redeployment guidelines.

- 1.28 Where there is a reduction in the number of similar positions at the same level in an area, managers, in consultation with relevant unions, will identify those surplus on the basis of the Position Description, Selection Criteria, Skills Profile (where available) or equivalent. Those employees whose skills least match the requirements of the positions will be identified as surplus. This process will be undertaken in consultation with relevant unions.
- 1.29 Decisions should be clearly justified in terms of the criteria used (ie. Position Description, Selection Criteria, Skills Profile) and the process followed in each particular case.
- 1.30 Once employees are identified as surplus the options available to them must be explored as early as possible in line with the consultative procedures. The following sections outline the policies and conditions appropriate to those options.

### 1.31 Redeployment

#### Policy

- 1.32 Redeployment will remain the preferred option for surplus employees. To prevent unnecessary loss of expertise Council will explore options for persons genuinely wishing alternative employment. Full consultation will occur with all affected parties.
- 1.33 Ideally, internal relocation is to have preference over methods of filling vacant positions subject to:
- i principles of Equal Employment Opportunity.
  - ii the individual having a minimum skill level in respect of the requirements of the vacant position and the capacity to adequately perform the duties of the position with appropriate training, within an agreed timeframe.
  - iii the salary/wage level of the new position, being no greater than the employee's substantive position.

### 1.34 Redeployment between Wages and Salaries Positions:

- 1.35 Employees whose positions have been abolished may be redeployed between wages and salaries positions in accordance with the provisions of Redeployment above.
- 1.36 The comparative salary level for wages employees will be determined following an investigation of the current rates and the effects of the movement.



1.37 As a general rule the base wage of the skills level or classification plus any allowances "paid for all purposes" (eg. tool allowance and shift allowance) will be used. No overtime payments will be included.

### 1.38 Conditions

1.39 In most cases it will be necessary to provide training for employees who are to be redeployed. Where appropriate, Council will provide the resources to enable employees to undertake such training. The level of support provided by the Council will be consistent with the provisions of the Training and Development Policy.

### 1.40 Income

1.41 The rate of pay for a person whose position has become redundant and redeployed, will be maintained on a present occupant only basis. The employee will receive all general increases attributable to their substantive classification. Where an employee subject to salary maintenance resigns or applies for and is appointed to another position within the organisation, the position will revert to its evaluated remuneration level.

### 1.42 Appointments to Positions

1.43 Persons being redeployed under this policy will in the first instance not be appointed to a vacancy without that vacancy being advertised and the appointment based on the appropriate conditions in the Enterprise Agreement.

1.44 However, if the person being redeployed has not successfully secured a position within a six (6) month period from the time of being advised that their position has become redundant, that person will receive preference in the filling of a position of up to equal salary range and for which they meet the minimum job requirements.

1.45 All advertised vacancies will be filled by appointment based on the appropriate conditions in the Enterprise Agreement.

1.46 No person will gain promotion as the result of this policy unless that appointment is made through the appropriate conditions in the Enterprise Agreement.

### 1.47 Employee Obligations

1.48 Employees in redundant positions have an obligation to pursue relocation and development options and actively seek placement and to compete on merit for advertised positions in a genuine manner, and to accept a reasonable offer of alternative work.



1.49 During a trial period of three months following redeployment, and not prior to four weeks, the employee will have the right to address the Placement Committee and present a case for alternative work.

#### 1.50 Refusal

1.51 If an employee at any stage refuses to be redeployed into a vacant position the employee may be offered other options as included in this document.

#### 1.52 Management Obligations

1.53 It is recognised that this organisation has a responsibility to redeploy where possible those employees occupying positions identified as being redundant into a substantive position.

1.54 Placement of such employees will be coordinated by the Placement Committee.

1.55 A Placement Committee responsible to the Joint Consultative Committee is to monitor redundancies and facilitate the redeployment of staff including the application of this policy. The Committee also has a role to counsel staff on their rights, options and preferences.

1.56 The Placement Committee will be a standing committee comprising one Management and two Staff (one wages and one salaried) representatives from each of the Training and Development Committee and the Industrial Committee.

1.57 Staff interviewed by, or addressing, the Placement Committee will be entitled to be accompanied by a representative of the Union.

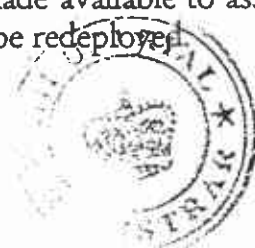
1.58 Placement of such employees will be coordinated by the Placement Committee but management of the area will retain responsibility until either:

- i The employee is permanently placed elsewhere, or
- ii Where all attempts of redeployment have been exhausted.

1.59 It is management's responsibility to ensure that, until employees of redundant positions are relocated, they are to be provided with meaningful work.

1.60 During the six month period the Placement Committee will identify suitable alternative work suited to the employee's grading, age and physical condition.

1.61 The Training and Development Committee will ensure that accredited training and development opportunities are made available to assist staff in becoming effective in positions to which they might be redeployed.





## 1.62 Redeployment on a Temporary Basis

1.63 Employees who indicate they are willing, may be offered redeployment to positions which are temporarily vacant for extended periods, eg. where the occupant is on parental leave or extended leave without pay. However, the employee must be made fully aware of the temporary nature of the offer before it may be approved. At the conclusion of the temporary redeployment period, the redeployment policy and procedures will be followed.

### Procedures

1.64 Management, in consultation with the Joint Consultative Committee, is to monitor redundancies and facilitate the redeployment of staff including the application of this policy. The Committee also has a role to counsel staff on their rights, options and preferences.

1.65 The Redeployment Committee will be a standing committee comprising one Management and two Staff (one wages and one salaried) representatives from each of the Training and Placements Committee and the Industrial Committee.

1.66 Staff interviewed by, or addressing, the Redeployment Committee will be entitled to be accompanied by a representative of the Union.

### 1.67 Counselling

1.68 Council will assist staff faced with redeployment. This assistance will aim to inform employees of their full range of options as a consequence of their position becoming redundant.

## 1.69 Job Share/Part-Time Work

### Policy

1.70 One main form of redeployment available in the process is offering employees the opportunity to move to part-time work.

1.71 Part-time work means work for less than the full ordinary working hours per week for the classification on a continuing basis, for set and regular hours.

1.72 Job sharing is where a full-time position is shared between two part-time employees, each responsible for their own work. (For Job sharing guidelines see policy section 1.)

1.73 No employee will be forced to accept redeployment into a job-sharing position. It is simply another option available to an employee.

- 1.74 Employees now working part-time may accept voluntary redundancy, if offered, like any other employee, but they should not be specifically targeted for redeployment or redundancy because they are part-time.
- 1.75 Managers need to consider the advantages of phased retirement as a particular type of part-time work. Phased retirement occurs when older workers move into part-time work, which often continues to decrease in hours (by agreement between the parties) as they get closer to retirement. It enables them to pass on expertise whilst easing themselves into a new lifestyle, and it frees up hours for the organisation to employ younger people or those with new skills.



### 1.76 Voluntary Redundancy Policy

- 1.77 Voluntary Redundancy is an option for employees whose positions have been identified as redundant and wish to leave Council's employ.
- 1.78 The Council may make offers of voluntary redundancy to surplus employees or as a preliminary step in discussing options with employees identify those who wish to take this option. Following discussions with employees and relevant unions Council will assess who will be offered a package.
- 1.79 Formal offers must be accepted by employees within 4 weeks. Employees who decline and opt for redeployment will not be entitled to the voluntary redundancy package at a later date, unless otherwise mutually agreed.
- ### 1.80 Employees not eligible
- 1.81 The following employees are not eligible for voluntary redundancy:
- i Employees engaged on short term and/or casual basis or for a specific period.
  - ii Apprentices whose services would normally be terminated at the conclusions of their apprenticeship or within a short period thereafter.
  - iii Employees on workers' compensation whose claim is based on compensation for termination or others awaiting determination of claims against the employer for termination of services.
  - iv Employees subject to termination on the grounds of misconduct or unsatisfactory service.

## 1.82 Eligible Payments

1.83 Voluntary redundancy packages will be made up of the following:

- i Severance pay at the rate of 3 weeks per year of continuous service with the minimum regulated by the Employment Protection Act 1995, as amended.

PLUS

- ii Loading on all accrued and pro rata Long Service and annual leave entitlements, where applicable.
- iii and other accrued entitlements held by the employee.

## 1.84 Leave Without Pay

1.85 Employees whose jobs have been identified as surplus may elect to request a period of leave without pay in accordance with the Leave Without Pay policy, see Section 6. However, the solution is only short term. Approving such applications for leave without pay can allow both managers and employees time and opportunity to consider other opinions.

1.86 The skills possessed by the employee and future requirements should be taken into account when determining the length of leave.

## 2 JOB REDESIGN GUIDELINES

### Policy

2.1 The process of Job Redesign involves a fundamental review of organisation structures, working methods and job compositions currently in operation. Under the terms of Council's Structural Efficiency Program, all positions within the organisation will be subject to this form of review and where appropriate, changes will be put in place which enhance both the productivity and efficiency of the Council and the job satisfaction and career prospects of employees. If undertaken in a genuine and cooperative manner, this review will challenge the relevance and appropriateness of those structures, tasks and work methods operating within Council.

2.2 To ensure that a consistent approach is taken across the board in terms of job redesign, a methodology has been developed for use in redesign activities. Certainly, it cannot be stressed enough just how critical this consistency is to the successful implementation of job redesign.

2.3 The methodology is intended to be a guide for those persons directly involved with job redesign, as it is fully recognised that in dealing with such a multi-faceted



organisation as Wollongong City Council, peculiarities will occur that may necessitate flexibility in the approach taken in terms of reshaping jobs.

- 2.4 The steps as outlined below also imply that job redesign will occur in relation to all positions. This suggested methodology is not intended to create the impression that the initiation of this process is solely the domain of management, as it is already clearly understood that job redesign will be undertaken in a joint consultative and cooperative manner.

### Procedure



### 2.5 Review of current structure

- 2.6 As a first step in commencing the process of job redesign, managers, together with their supervisory staff should closely examine their existing structures and work arrangements to identify:

- i any impediments to efficiency and obvious areas for improvement;
- ii opportunities for introduction of more modern work arrangements, including introduction of technology;
- iii the establishment of closer working relationships between different occupations or staff in similar positions which are currently separated by sectional, divisional or departmental barriers;
- iv opportunities for devolving responsibility to staff within their area of responsibility;
- v the desired level and quality of service which should be provided by the function under review;
- vi the most appropriate spread of days and spread of working hours in order to provide this service.

- 2.7 It is vital that management prior to any working party being formed addresses these issues. Apart from being part of proper planning, it is reasonable to expect that non-management working party members will want to know what visions are held by management for reforming their area of work. Despite this, management representatives should enter a working party with an open mind, willing to consider any issues raised by other participants.

### 2.8 Establishment of Job Redesign Working Party

- 2.9 The agreed process for undertaking job redesign within Wollongong City Council is through the operation of specially constituted working parties. These working parties should comprise as a minimum:



- An independent representative (to be nominated by the relevant union/staff committee),
- Employee representatives from the area and/or positions under review (all employees of the section must be given the opportunity to participate in the process)
- The Divisional Manager, and supervisory staff associated with the positions subject to the job redesign.

2.10 The Human Resources division will be available to provide Job Redesign teams with support and advice.

*Note: In the case of working parties which have a cross-organisational significance (eg. in relation to the current positions of Incremental Clerk, Draftsperson, Stenographer), then representation and input should be forthcoming from all parties who would be affected by the working party's conclusions.*

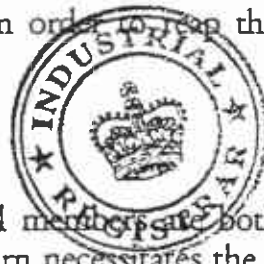
2.11 It is imperative to the successful operation of any working party that its membership includes at least one union and management member with sufficient authority to be capable of making decisions during the course of the meeting. This should be tempered by the fact that any "in principle" agreement reached in this forum will most likely require endorsement from higher levels by both parties.

2.12 Participation on a working party will involve a heavy commitment in terms of time and follow up work. Notwithstanding this fact however, the significance of the exercise demands that it is given high priority, with other work commitments not permitted to detract from the effort required in order to reap the full benefits available through job redesign.

### 2.13 Job Redesign Working Party

2.14 A working party, by definition, assumes that all members are both capable and willing to contribute to its operations. This in turn necessitates the creation of an environment where all members enjoy equal status and feel that their input is both welcomed and respected.

2.15 The first meeting of the working party should be used for the purpose of ensuring that everyone fully understands the process of job redesign. A representative from the Human Resources Division will attend this meeting to brief the working party on the relationship of job redesign to the Structural Efficiency Program and explain the significance of the task that lay ahead of it. The Working Party will also be provided with examples of outputs from redesign exercises which have occurred elsewhere within the organisation.





## 2.16 Job Redesign Process

2.17 Once the working party has addressed the housekeeping issues indicated above, it is ready to commence the task of job redesign. In reality, there is no single prescriptive approach that should be used to begin this process, however as a guide, it is suggested that the technique of brainstorming be used. Questions to be examined could mirror those previously addressed by Managers, including:

- What impediments are there which prevent you from performing your job efficiently?
- What opportunities do you see for improvement in work organisation?
- What suggestions do you have for improving the organisation of your job?
- What opportunities are there for introduction of more modern work arrangements, including introduction of new technology?
- What opportunities exist for the establishment of closer working relationships between different occupations or staff in similar positions which are currently separated by sectional, divisional or departmental barriers?
- What opportunities do you see for devolution of responsibility in your area of work?
- What services or works performed by your area of work do you believe are performed well?
- What services or works performed by your area of work do you believe are not performed well? Why is this so?
- Could your hours and days of work be rostered in a more efficient fashion?

2.18 It should be remembered that anything and everything related to the jobs being reviewed could be examined by the working party. The aim of the exercise is to develop the most efficient and effective method of performing work. To limit the scope of issues which may be investigated by the working party only allows for a partial review and as a result does not ensure that this aim is achieved.

2.19 Throughout the entire redesign process, Quality Improvement principles should be followed to ensure the working party achieves its results based on sound reasoning and decision making.

2.20 Once the types of questions listed above have been preliminarily addressed by the working party, the major focus of attention should be turned towards conducting a thorough investigation of each issue. This investigation should include an

assessment of the broader implications of any changes in work arrangements, including consultation with any parties both represented and not represented on the working party that would be affected by such changes.

2.21 Each suggestion for improvement in work organisation should be systematically examined and debated until the working party has reached the point where they reach a consensus on the shape the job should take in the future. This includes reaching an agreement on:

- the number of levels available for incumbents to progress through;
- the competency standards (comprising the task, skill and knowledge requirements) to be attached to each level. These define progression and create the career path.
- any other requirements that are deemed to be essential for appointment to and movement within the position (eg. experience, completion of special courses etc.).

2.22 It is through the Job Redesign process, that the working party will develop a career path for the position under review. The development of career paths is a fundamental tenet of the structural efficiency program. It is through this process and through the conduct of job redesign that staff will be provided with access to more varied, fulfilling and satisfying jobs.

### 2.23 Documentation of Redesigned Job

2.24 In order to achieve change requires a majority agreement. A majority agreement is nominally 80%.

2.25 Once this agreement has been achieved, the outcome should then be documented. This documentation will include job description(s), competency standards and any training requirements for entry into and progression through the position.

### 2.26 Work Value Assessment

2.27 Following job redesign, the most objective and fair method of translating positions to the new structure is by the use of job evaluation. This in turn prevents relativities from being disturbed, even though job redesign and the consequent job evaluation will not occur in all positions simultaneously.

2.28 After the completion of the above, the redesigned job will be assessed on a work value basis to determine its relativity to other positions within the organisation. The outcome of this assessment will then serve as a means with which to determine appropriate salary levels. This assessment should be done through a panel approach.



- 2.29 Through Job Evaluation, a Work Value Rating will be determined for the entry and upper levels within the redesigned job. The Work Value Rating will then determine the appropriate salary for the position within the Single Salary Band.
- 2.30 Furthermore, a wage and salary level should have been negotiated to apply to each level. This does not preclude further negotiation between Council and unions on salary points to apply to positions, but rather provides a dollar range for a particular range of assessed work value.
- 2.31 The identification of rates of pay on a generic basis, provides a consistent platform from which rates of pay can be determined. This prevents relativities from being disturbed, even though job redesign and the consequent job evaluation will not occur in all positions simultaneously.
- 2.32 The key skill descriptors contained within the new agreement are closely linked with OCR's job evaluation factors. This link resulted from OCR using its job evaluation methodology in writing the skill descriptors for the new agreement. The table below displays the OCR job evaluation factors and the skill descriptors in the agreement.

**2.33 Job Evaluation Factors**

2.34 The OCR Job Evaluation System is comprised of six multi-faceted factors:



**i . Authority and Accountability**

The authority or the freedom the employee has for making decisions, the impact of these decisions and the level of responsibility for these decisions.

**ii Judgement and Problem Solving**

The demand for analysis and evaluation of issues and the need for creative reasoning and innovative decision making.

**iii Specialist Knowledge and Skills**

The sum total of knowledge and skills that is acceptable for the performance of the job. Both breadth and depth of knowledge and the ability to apply the knowledge are necessary.

**iv Management Skills**

The scope and complexity of activities involving degrees of planning, organising, performing, coordinating and reviewing.

v **Interpersonal Skills**

The skills required for negotiating, influencing and gaining cooperation from others.

vi **Qualifications and Experience**

The education, training and experience required to perform the job



**2.35 Composition of Job Evaluation Panels**

2.36 An evaluation panel should consist of several members, this will depend on particular circumstances, the participants are normally as follows:

- the manager(s), or their representative, of the position under review,
- a member from Human Resources division,
- a nominated person by the relevant Union,
- the position holder(s). This position holder(s) will be drawn from the job redesign working party who have being involved with a review of the position being evaluated.

*Note: Job evaluation panel members should be appropriately trained.*

**2.37 Determination of Wage and Salary Levels**

2.38 Following completion of the job evaluation, any changes to wage and salary levels shall be negotiated between the appropriate union and Council management.

2.39 Where a redesigned position incorporates several competency levels, the actual rates to apply for each level within the position, will be determined by the competency standards that reflect the skills, knowledge, experience and behaviour required at each level.

2.40 The employee shall be given the opportunity for feedback on the job evaluation process from the divisional manager or their representative.

2.41 In the event of an employee being assessed as "not yet competent" within a designated pay level or being paid above the salary determined for a position following job evaluation, the employee will be classified as "Present Occupant Only".

**2.42 Implementation of Job Redesign Outcomes**

2.43 Whilst it is generally recognised that not all employees within the organisation will achieve an increase in their pay packets as a consequence of job redesign, it is also acknowledged that some wage and salary increases will occur.

- 2.44 The working party's proposals should include an agreed effective implementation date for introduction of new work arrangements and any resulting pay increases.
- 2.45 Any proposals for change will be referred to the rank and file of the various unions affected by such change and through Council's administrative procedures prior to the proposals being implemented.
- 2.46 Conclusion
- 2.47 These guidelines have been prepared as a guide to the process of job redesign. It should not be interpreted that this is the only way in which to approach the exercise, however, it is important that a consistent approach is taken throughout the organisation. This does not preclude alternative methodology from being adopted, provided that all attempts at job redesign undertaken throughout the organisation share common goals of improving the productivity and effectiveness of Councils works and services whilst enhancing the job satisfaction and career opportunities of employees engaged in the provision of those works and services.

### 3 **JOB EVALUATION APPEAL MECHANISM**



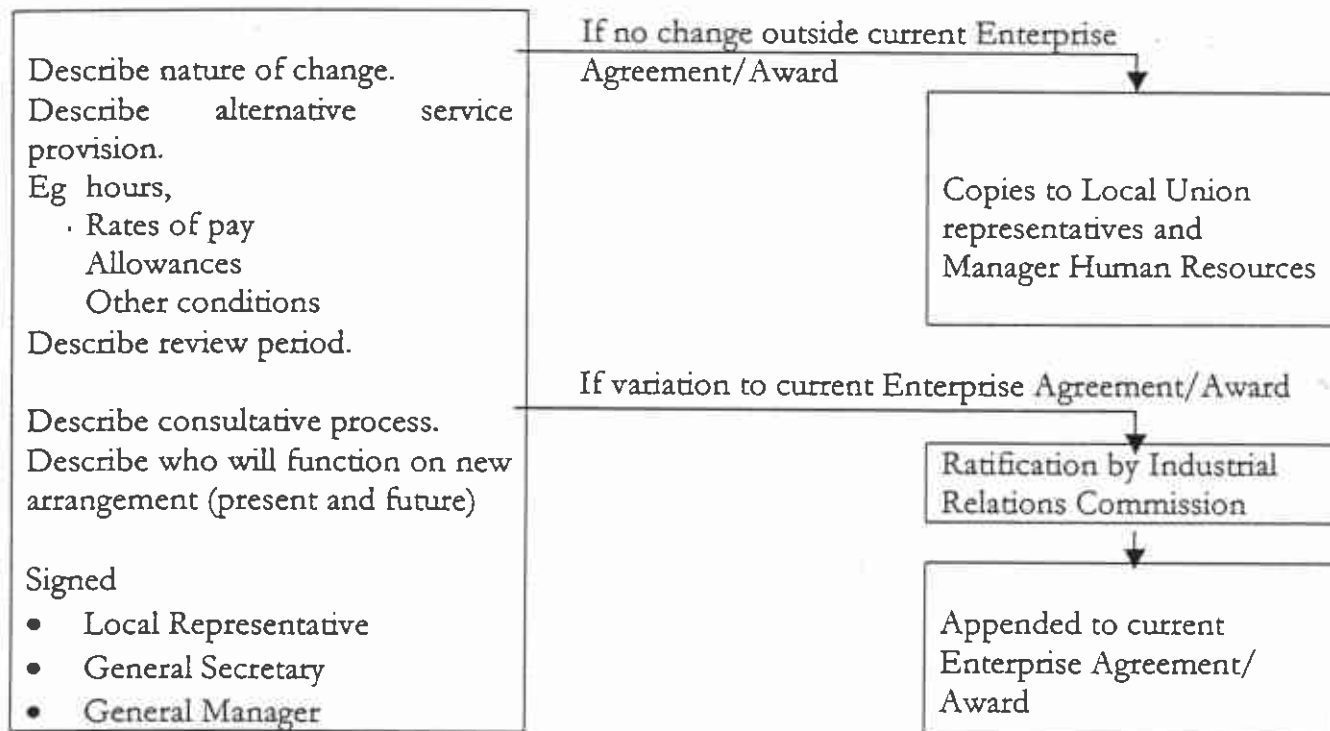
#### Policy

- 3.1 An appeal may be lodged by an employee on the following grounds:
- i Where the appellant can demonstrate that the agreed procedure was not followed, or
  - ii Where it can be shown that the relevant facts and information were not considered in making the final evaluation or assessment.
- 3.2 Appeals will not be considered where there is disagreement over the level of the evaluation or assessment where all relevant information was presented. Where an employee has a grievance in regard to the outcome of job evaluation on their position, the following process will apply:
- 3.3 The appeal will be determined by the appropriate Assistant General Manager and the appropriate union representative. The basis for any appeal will be procedural fairness. The employee may choose to have union representation.
- 3.4 Once the employee has presented their case, the committee will determine the matter. The employee will be advised of the outcome.
- 3.5 In the event of a grievance, the grievance procedure can be employed by the employee to address the matter.



## 4 LOCAL AREA AGREEMENTS

- 4.1 The partners agree to review work operations with the view to providing enhanced flexibility and efficiency.
- 4.2 The local area agreement:
- has been arrived at through consultation and agreement between employees (agreement constitutes a majority agreement of nominally 80%), union representative and Management
  - is to provide not less pay than the entry level for the respective positions.
  - Variations must be undertaken in accordance with the Industrial Relations Act 1996, as amended.
- 4.3 Agreements reached are to be documented (see attached format Attachment A), including a date of operation, and signed by Wollongong City Council and the appropriate union(s).
- 4.4 Copies of the signed Local Area Agreement shall be provided to the parties to the agreement, and the Manager Human Resources.



Attachment A

\*\*\*\*\* Local Area Agreement

The agreement that follows is a Local Area Agreement.

Area of Operation:

TITLE

INTENT

DURATION

DEFINITIONS



Hours of Work:

Rest Breaks:

Overtime:

The following parties are signatories to this Agreement.

Signed for and on behalf of \*\*\*\*\*

Manager

In the presence of

Signed for and on behalf of the Federated  
Municipal and Shire Council Employees' Union  
of Australia, New South Wales Division

Union Representative

In the presence of





## IV STAFF TRAINING AND EDUCATION

### 1 STAFF TRAINING & EDUCATION

- 1.1 Training cannot be separated from development and learning and can be simply defined as a process by which people learn.
- 1.2 The aim of training, development and learning is to increase the skills and knowledge of people, in a defined area, so as to increase their competence and performance.
- 1.3 It can be formal or informal, on-the-job or off-the-job, theoretical or practical, but is usually structured in some way with an objective of attaining a particular skill.

#### Purpose

- 1.4 To provide Council's work force with training, development and education to:
  - i encourage skill development and skills upgrading,
  - ii increase knowledge and expertise,
  - iii improve flexibility,
  - iv enhance motivation and job satisfaction,
  - v increase efficiencies, and
  - vi improve the productivity and quality of Council's service.

#### Policy

- 1.5 Training will be planned and coordinated by the Manager Human Resources in conjunction with Divisional Managers and will be aimed at assisting the organisation to meet its objectives.
- 1.6 Organisational and divisional training requirements will be identified through a detailed training needs analysis process. The training needs analysis process examines:
  - Business plans;
  - Employee development & review;
  - Competency Assessments; and
  - Professional development required to determine the level and type of training required by staff in undertaking their duties.

## 1.7 Internal Courses

1.8 Training may be organised as in-house courses by the human resources division. Employees will be invited to attend as deemed appropriate by the divisional manager.

## 1.9 External courses

1.10 Where it is considered to be of benefit to Council, the Divisional Manager may authorise employees to attend external training courses conducted by recognised institutions.

1.11 The employee may make an application on the prescribed application form to their Divisional Manager to attend relevant external training courses, stating

- i the reasons,
- ii the benefits,
- iii the date(s), time and cost.



1.12 The Divisional manager, in conjunction with the Manager Human Resources will determine the applicability of the course, to the professional development of the employee and the needs of the Division. All course records must be returned to the Manager Human Resources for recording purposes.

## 1.13 Staff Library and Information Service

1.14 Council has established a Staff Library and Information service within the Reference Library. The service offers a central reference and information resource to assist staff in their education and professional development. Resources available include:

- A staff library collection
- Reference Library Collection,
- Periodicals,
- Inter-Library Loans,
- Access to On-Line Computer Based Information Systems.



## 1.15 Tertiary Assistance Scheme

### Policy

1.16 The Tertiary Assistance Scheme is designed to assist employees furthering their education by undertaking tertiary work related studies at accredited educational institutions.

1.17 Employees who wish to undertake courses in any of the following categories, and who are approved under the Tertiary Assistance Scheme, will be eligible for assistance.

- i University Degree Courses (including Honours and Post Graduate Courses) part-time and by correspondence;
- ii Institute of Technology (TAFE) Diploma and Certificate Courses.

1.18 Applications for such courses shall be subject to the endorsement of the Divisional Manager. Tertiary Assistance applications will be approved by a Committee comprising nominees of the Divisional Managers Group and a Human Resources representative.

### 1.19 Eligibility

1.20 The Tertiary Assistance Scheme is available to all permanent Full time and Permanent Part-time (on a pro-rata basis) employees of Wollongong City Council, with the following conditions:

- i the course must be appropriate to the employee's professional development, Divisional business and human resources plans and be aligned to the Organisation's corporate direction.
- ii The ability of each Divisional Training & Development budget to fund the course.

1.21 Approval to study under the Tertiary Assistance Scheme may be granted under the following categories:

- i Category 1 students will attract all the provisions of this policy, ie. payment of the educational allowance or reimbursement of TAFE fees, and release during working hours to attend lectures, examinations, residential schools etc.
- ii Category 2 students will attract only the provisions of release during working hours, and will not be entitled to any financial assistance.

1.22 Assessment of applications for tertiary assistance will be conducted annually for both new and continuing students, based on the criteria outlined under the section

'Eligibility'. This assessment will determine whether assistance will continue to be provided, and under which category.

### 1.23 Assistance Not Approved

1.24 If the applicant feels that the decision was unfair or discriminatory in any way, the applicant may enact the grievance procedure. Employees whose application was not approved will be advised of this in writing.

### 1.25 Continuity of Study

1.26 To continue to qualify under the terms of this policy (this may be negotiated on an individual basis), students will be required to study a minimum of two subjects per semester. In certain circumstances consideration will be given to approving less than the normal part time load. Each case will be considered on its individual merits.

### 1.27 Withdrawal of Support

1.28 Council may withdraw this support on the grounds of:

- i an unsatisfactory six monthly progress report;
- ii the educational requirements and conditions of the University or College not being met;
- iii repeated subject failures in the course;
- iv the terms of employment as set out by the Wollongong City Council Enterprise Agreement.



### 1.29 Promotion/Higher Classification

1.30 The successful completion of any course will not entitle an employee to a higher classification or grading within Council's service. Promotions will be made in accordance with Council's Enterprise Agreement and Staff Policy, including Regrading and Managing Organisation Change policies.

### Procedure

### 1.31 Application for Tertiary Assistance

1.32 Employees wishing to qualify for assistance under the Tertiary Assistance Scheme must lodge a tertiary assistance application with their Divisional Manager by the advertised date. The tertiary assistance application form is available upon request from the Human Resources Division. Continuation of study is subject to approval

on a yearly basis in accordance with the eligibility criteria previously stated. Existing students are required to reapply on an annual basis.

1.33 Selection for inclusion in this scheme will be based on the ability of the Divisional budget to fund the course and relative merit:

- i Proven academic record where courses have been undertaken previously;
- ii appropriate to employees professional development, divisional business and human resource plans and be aligned with the organisations corporate direction;
- iii Ability to demonstrate direct relevance between course subjects and planned work programs.

1.34 Subject to discussion with the divisional manager and the employee, Council retains the right to make the final decision as to the choice of educational institution and yearly pattern of study.

### 1.35 Progress Review

1.36 The Divisional Manager and the employees direct supervisor will be responsible for reviewing the progress of students as follows:

- i Academic transcripts to be reviewed six monthly.
- ii Interviews be held with each student at the conclusion of each academic year. These interviews will be for the purpose of:
  - Maintaining contact and offering assistance to employee
  - Reviewing progress;
  - Discussing choice of subjects for the forthcoming year.
  - Discussing the link between studies and work and the application of skills and knowledge back to the job.

This link will be assessed on a yearly basis to ensure maximum utilisation of skills obtained through study.

### 1.37 Release During Working Hours

1.38 Release during working hours with pay will be granted during academic sessions and while lectures are in progress:

- i **Lecture/Class/Tutorial**

Students must attend classes outside working hours. Where this is not possible, students will be granted, with the approval of the Divisional



Manager, a maximum of 4 hours per week to attend compulsory lectures, tutorials or classes during work time.

If further hours are required, and release in this respect is granted, an arrangement to make up this time must be made between the student and his/her Divisional Manager.



ii **Failed Subjects**

At the discretion of the Divisional Manager time off may be granted to repeat failed subjects on the basis that this time be made up on the job.

iii **Excursion/Field Trip**

Where compulsory attendance at excursions is a course requirement and formal notification of such is received by the Divisional Manager from the College or University involved, time off with pay will be granted.

iv **Residential Schools**

A maximum of five working days per semester will be available to attend Residential Schools. Any further leave requested will be considered, and if approved by the divisional manager may be taken as leave.

v **Correspondence Courses**

Sponsored students undertaking correspondence courses will be granted release to attend compulsory study seminars and examinations associated with their courses up to a maximum of ten working days per annum.

**1.39 Exam/Study Leave**

1.40 On formal application to the Divisional Manager students will be granted paid exam/study leave for the purpose of studying for and attending compulsory end of session examinations as follows:

1.41 A copy of the examination timetable must be submitted to the Divisional Manager prior to examination.

Time of Examination	Leave Applicable
Morning examination	The morning of the exam is granted as examination leave with the student required to return to work immediately following the exam. If student has an exam the following morning, return to duty following that exam.

Afternoon examination	The morning immediately prior to exam is granted for study leave. The afternoon of the exam is granted as examination leave.
Evening examination	The afternoon immediately prior to exam is granted for study leave.

*Note: For the purpose of the above provision the lunch break normally taken by the employee will be considered to be the barrier between morning and afternoon.*

1.42 In addition to the above, special leave with pay for pre-examination study may also be approved by the divisional manager on the basis that:

- i it is an end of session/term examination;
- ii that only one day per exam be utilised, and this day must be the day immediately prior to the date of examination;
- iii no more than five days in aggregate be used in any one year.



#### 1.43 Release Approval

1.44 Should conflict occur between work and study schedules, work commitments will take priority in all cases.

#### 1.45 Reimbursement of Fees

#### 1.46 University

1.47 At the conclusion of each academic year, students will be required to present a copy of their academic transcript to the Human Resource Division, demonstrating successful completion of subjects attempted. Students will then be eligible to apply for the payment of the education allowance. In the case of failed subjects this allowance will be paid on a proportional basis.

1.48 The education allowance is intended to assist students with the financial cost of university studies and may be expended at the students discretion. The education allowance is based on the rate of academic progress of the student. The full allowance is payable to students undertaking a full part-time load as recognised by their academic institution. Students undertaking less than the full part-time load will receive a proportional payment.

1.49 Students are responsible for organising payment of all fees, HECS, textbooks and other costs as they fall due.

1.50 The quantum of the educational allowance will be reviewed on a regular basis by the Training and Development Sub - Committee.

#### 1.51 Residential Schools

1.52 Students can claim a maximum reimbursement of \$320 per academic year for costs associated with travelling to and attending compulsory residential schools. Official receipts must be produced to claim this reimbursement.

1.53 Meals, telephone calls and other personal expenses may not be claimed.

#### 1.54 TAFE

1.55 At the conclusion of each academic year, students will be required to present a copy of their academic transcript to the Human Resource Division, demonstrating successful completion of subjects attempted. To claim reimbursement students will be required to provide original receipts as proof of payment of the compulsory course fees.

#### 1.56 Cadets

1.57 Cadets are recruited under Council's Appointment Policy and are subject to Council's staff establishment and future needs.

1.58 Cadets will be required to undertake part-time University Degree Courses. Such Courses will be subject to the approval of the Manager Human Resources.

#### 1.59 Continuity of Study

1.60 To continue to qualify under the terms of this Policy Cadets will be required to successfully complete what is recognised by the University as a part time workload as a minimum each academic year.

1.61 Consideration will be given to approving less than the recognised part-time workload, in exceptional circumstances only.

#### 1.62 Withdrawal of Support

1.63 Council may withdraw its support to Cadets subject to:

- i an unsatisfactory six monthly progress report;
- ii the educational requirements and conditions of the University or College not being met;
- iii repeated subject failures in the course involved;





- iv the terms of employment as set out by the Wollongong City Council Enterprise Agreements;

1.64 Council may:

- i Cancel the Cadetship;
- ii Subject to the circumstances of the individual case, transfer the employee to a more appropriate course of study or reclassify the employee to a more appropriate classification.

1.65 Promotion/Higher Classification

- 1.66 The successful completion of any cadetship will not automatically entitle an employee to a professional position unless the cadet applies and gains such a position on their relative merit and in accordance with Council's Appointment and Promotions Policy.

Procedure



1.67 Progress Review

- 1.68 The Manager Human Resources will be responsible for reviewing the progress of all Cadets in accordance with the following:

- i Academic transcripts to be reviewed six monthly.
- ii Interviews be held with each student at the conclusion of each academic year. These interviews will be for the purpose of:
  - Maintaining contact and offering assistance to employee
  - Reviewing progress;
  - Discussing choice of subjects for the forthcoming year;
  - Discussing the link between studies and work and the application of skills and knowledge back to the job.

This link will be assessed on a yearly basis to ensure maximum utilisation of skills obtained through study.

1.69 Release During Working Hours

- 1.70 Release during working hours with pay will be granted during academic sessions and while lectures are in progress:



**i Lecture/Class/Tutorial**

Ideally, cadets must attend classes outside working hours. Where this is not possible cadets may be granted, with the approval of the Manager Human Resources, a maximum of 7 hours per week to attend compulsory lectures, tutorials or classes during work time.

If further hours are required, and release in this respect is granted, an arrangement to make up this time must be made between the student and his/her Divisional Manager, and the Human Resource Division advised.

**ii Failed Subjects**

At the discretion of the Human Resource Manager and the Divisional Manager time off may be granted to repeat failed subjects on the basis that this time be made up at work.

**iii Excursion/Field Trip**

Where compulsory attendance at excursions is a course requirement and formal notification of such is received by the Human Resource Manager from the College or University involved, time off with pay will be granted.

**iv Residential Schools**

A maximum of five working days per semester will be available to attend Residential Schools. Any further leave requested will be considered, and if approved by the divisional manager may be taken from the employees leave entitlement.

**v Exam/Study Leave**

On formal application to the divisional manager students will be granted paid exam/study leave for the purpose of studying for and attending compulsory end of session examinations as follows:

A copy of the examination timetable must be submitted to the divisional manager prior to examination.

Time of Examination	Leave Applicable
Morning examination	The morning of the exam is granted as examination leave with the student required to return to work immediately following the exam. If student has an exam the following morning, return to duty following that exam.

Afternoon examination	The morning immediately prior to exam is granted for study leave. The afternoon of the exam is granted as examination leave.
Evening examination	The afternoon immediately prior to exam is granted for study leave.

*Note: For the purpose of the above provision the lunch break normally taken by the employee will be considered to be the barrier between morning and afternoon.*

### 1.71 Release Approval

1.72 Prior to utilising release provisions details must be submitted to the Manager Human Resources for approval, outlining lecture timetables and release times required.

### 1.73 Reimbursement

### 1.74 Reimbursement of Fees



1.75 At the conclusion of each academic year, students will be required to present a copy of their academic transcript to the Human Resource Division, demonstrating successful completion of subjects attempted. Students will then be eligible to apply for the payment of the education allowance. In the case of failed subjects this allowance will be paid on a proportional basis.

1.76 The education allowance is intended to assist students with the financial cost of university studies and may be expended at the students discretion. The education allowance is based on the rate of academic progress of the student. The full allowance is payable to students undertaking a full part-time load as recognised by their academic institution. Students undertaking less than the full part-time load will receive a proportional payment.

1.77 Students are responsible for organising payment of all fees, HECS, textbooks and other costs as they fall due.

1.78 The quantum of the educational allowance will be reviewed on a regular basis by the Training and Development Sub-Committee.

1.79 All subjects for all sessions must be applied for and approved during the formal approval period at the beginning of the year. Summer session subjects may be approved however will not be considered for reimbursement of expenses or release approval if the subject if being repeated due to failure. Time off to attend previously failed subjects during summer session may be granted on the basis that this time is made up at work.

## 1.80 Residential Schools

1.81 Students may claim a maximum reimbursement of \$320 per academic year for costs associated with travelling to and attending compulsory residential schools. Official receipts must be produced to claim this reimbursement.

1.82 Meals, telephone calls and other personal expenses may not be claimed.

## 1.83 Apprentices

1.84 The primary objective of Council's apprenticeship system is to train competent tradespersons to meet Council's present and future needs. The proportion of apprentices that may be employed will comply with training and supervision requirements as set down by the Commissioner for Vocational Training.

## 1.85 Training

1.86 Apprentices will participate in a training program which includes both work and educational components. The work component will be designed by the Manager Human Resources and the appropriate Divisional Manager and will include experience in various sections of the organisation which are deemed valuable to the overall training of the apprentices.

1.87 The appropriate trade course must be undertaken through the Institute of Technology.

## 1.88 Release During Working Hours

- i Release to attend classes will be in accordance with Institute of Technology requirements.
- ii A TAFE attendance form, signed by the Apprentice's TAFE teacher, must be submitted with the apprentice's timesheet/flexsheet on a weekly basis.

## 1.89 Failed Subjects

1.90 At the discretion of the Human Resource Manager and the Divisional Manager time off may be granted to repeat failed subjects on the basis that this time be made up at work.


## 1.91 Excursion/Field Trip

1.92 Where compulsory attendance at excursions is a course requirement and formal notification of such is received by the Human Resource Manager from the College, time off with pay will be granted.

### 1.93 Exam/Study Leave

1.94 On formal application to the divisional manager students will be granted paid exam/study leave for the purpose of studying for and attending compulsory end of session examinations as follows:

1.95 A copy of the examination timetable must be submitted to the divisional manager prior to examination.



Time of Examination	Leave Applicable
Morning examination	The morning of the exam is granted as examination leave with the student required to return to work immediately following the exam. If student has an exam the following morning, return to duty following that exam.
Afternoon examination	The morning immediately prior to exam is granted for study leave. The afternoon of the exam is granted as examination leave.
Evening examination	The afternoon immediately prior to exam is granted for study leave.

*Note: For the purpose of the above provision the lunch break normally taken by the employee will be considered to be the barrier between morning and afternoon.*

### 1.96 Release Approval

1.97 Prior to utilising release provisions details must be submitted to the Manager Human Resources for approval, outlining lecture timetables and release times required.

### 1.98 Reimbursement of Fees

1.99 At the conclusion of each academic year, students will be required to present a copy of their academic transcript to the Human Resource Division, demonstrating successful completion of subjects attempted. To claim reimbursement students will be required to provide original receipts as proof of payment of the compulsory course fees.

### 1.100 Cadet and Apprentice Tertiary Progress

1.101 It is Council's expectation that apprentices will maintain an average of 60% or better in Institute of Technology examinations and class work and Cadets to

maintain a Credit average at University. The Manager Human Resources will be available to assist any apprentice or Cadet who experiences difficulty in achieving this or with any other aspect of their employment.

#### 1.102 Unsatisfactory Progress

1.103 In cases where tertiary progress is unsatisfactory, the Manager Human Resources will consult with the apprentice/Cadet concerned to ascertain the cause and prescribe additional work to overcome this. If progress does not improve, further action will be taken in accordance with the procedure outlined in the following section covering disciplinary action.

#### 1.104 Disciplinary Action

#### 1.105 Apprentices



1.106 Any apprentice exhibiting unsatisfactory performance will be subject to Council's established disciplinary procedures. The Council or apprentice will have the right to make application to the Commissioner for Vocational Training on any matter affecting the apprenticeship.

1.107 The Council may, with the consent of the Commissioner for Vocational Training transfer an apprentice to another employer. The Council may, without making a transfer of its apprentice, place the apprentice temporarily with another employer to be agreed upon by the Council and the apprentice, or failing such mutual agreement, to be named by the Commissioner for Vocational Training. An apprentice so leaving the Council during the currency of the apprenticeship, before the apprentice is engaged by another employer, should obtain from the Council a Certificate stating the time served at the trade and consenting to the apprentice entering the other employment. No such other employer will engage an apprentice for the balance of the apprenticeship except under a transfer duly approved by the Commissioner for Vocational Training. The Council will not refuse to give such Certificate in cases where the apprentice is leaving Council's service with the consent of the Council.

#### 1.108 Cadets

1.109 Any Cadet exhibiting unsatisfactory performance will be subject to Council's established disciplinary procedures.

## V DISCIPLINARY PROCEDURES

### 1 DISCIPLINARY PROCEDURES



#### Purpose

- 1.1 The intent of this policy is to correct inappropriate behaviour. Demonstration of improved performance in accordance with Management should be recognised with the process put in place.
- 1.2 The Disciplinary procedure is designed to give management and staff a guide for dealing with situations where poor performance has been identified and changes need to be agreed to and evaluated.
- 1.3 The disciplinary procedure is to be used in instances of recurring behaviour or performance issues, as first examples of changed behaviour may be related to an employee's personal circumstances.
- 1.4 The disciplinary procedure aims to deal with each performance issue independently. For example, a situation may arise when stage 1 is being used as appropriate for a timekeeping issue and an attitude issue is being monitored using stage 2. Each aspect of performance is monitored separately to ensure fairness, it is not the intent of the policy that aspects of performance that are unrelated be used to progress along the disciplinary procedure.
- 1.5 To maintain basic and reasonable standards of conduct and performance in the service of Wollongong City Council and to set fair and equitable standards of discipline for unsatisfactory conduct and performance;
- 1.6 Guarantee the rights of all;
- 1.7 Ensure a safe and healthy work environment;
- 1.8 Prevent employees from generating a poor attendance record or poor work habits;
- 1.9 Reinforce improved overall performance;
- 1.10 Refer employees to Council's Employee Assistance Program where relevant.

#### Policy

- 1.11 Wollongong City Council believes that the majority of its employees are loyal and hardworking, however, a large organisation requires policies and standards to assist all managers, supervisors and employees with guidelines and procedures to events that may result in disciplinary or corrective action.

- 1.12 An effective Disciplinary Procedure must be fair, reasonable, logical and easily understood by all.
- 1.13 Supervisors should be aware that these disciplinary procedures should not be used as a sole basis for corrective action of conduct on the job. All supervisors, in the course of their duties, should interact with staff, and, where they have concerns in relation to their performance, raise these concerns as they arise. In most circumstances, unless an employee's misconduct is of such a serious nature, these disciplinary procedures should not be used for a "first offence" (eg. lateness to work, poor timekeeping, etc.).
- 1.14 Where problems arise on the job and these problems have been discussed between the supervisor and the employee and this employee still shows no signs of improvement, then it may be appropriate to turn to Step 1 of the disciplinary procedures. Caution should be exercised here however, as a sudden deterioration of work performance could indicate underlying personal problems being experienced by an employee. In view of this, all supervisory staff should be fully cognisant of Council's Employee Assistance Program and make all attempts to offer assistance to the employee. If the offer of assistance is refused, and the misconduct persists, then it is appropriate to continue to Step 1 of the disciplinary procedures. Where EAP assistance is sought and provided and no improvement in performance results, these cases will be assessed on their merits to determine appropriate action.
- 1.15 Whilst this step emphasises guidance and counselling, it must be recognised that guidance and counselling is an integral feature of a supervisory role even in the absence of a formal disciplinary procedure.
- 1.16 Note:
- 1.17 No disciplinary actions or suspensions will be undertaken unless the following Disciplinary Steps have been completed, except in the case of serious and wilful misconduct - see appropriate provision.

#### Procedure

#### 1.18 Step 1: First Warning (Verbal) - Guidance and Counselling

##### Problem:

Employee is demonstrating a performance or behavioural problem.

##### Procedure:

Counselling discussion involving -

- The employee concerned;





- the employee's immediate supervisor; and
- at the option of the employee, their job delegate (the employee will be made aware of this option prior to the interview commencing.)

**Purpose of Discussion -**

Identify causes of the problem.

Gain the employee's commitment to solving the problem.

If appropriate, inform the employee of the services that Council's Employee Assistance Program offers.

Set a specific date for review of the matter.

**Record:**

The supervisor will note a record of the discussion in a diary to support the verbal warning. This record will include:

- Date and time of discussion.
- Purpose of discussion.
- Follow up date.

If improvement is then made by the agreed date, the supervisor should acknowledge and give recognition to the employee for the improvement and encourage continued improvement. The Supervisor in their diary will note details of such improvement. However, if insufficient improvement by the agreed date, then Step 2 will apply.

**1.19 Step 2: Second Warning (Written) - Utilising effective follow up action**

**Procedure:**

Conduct a follow up discussion involving -

- The employee concerned;
- The employee's immediate supervisor;
- The next level supervisor; and at the option of the employee, their job delegate (the employee will be made aware of this option prior to the interview commencing)

**Purpose of Discussion**

- Review previous discussion.
- Discuss possible solutions.



- If appropriate, refer the employee to the Council's Employee Assistance Program.
- Indicate the consequences of further lack of improvement.
- Set a specific date for review of a matter.

**Record:**

A written record of a Second Warning is to be forwarded to the Manager Human Resources for placement on the respective staff file and to the employee concerned, together with a copy of Council's Disciplinary Procedures. This record will include the:

- Date and time of discussion.
- Purpose of discussion.
- Follow up date.
- Name and signature of supervisors who took the action.

If improvement is then made by the agreed date, the supervisor will acknowledge this and give written recognition to the employee for the improvement the supervisor will monitor and encourage continued improvement. A copy of such letter will be placed on the employee's Personnel file however, if insufficient improvement by the agreed date, then Step 3 will apply.

Note: The union will be notified that action has been taken in accordance with Step 2.

**1.20 Step 3: Final Warning (Written)**

**Procedure:**

**FINAL WARNING** involving,

- The employee concerned;
- The Divisional Manager;
- At the option of the employee, union representation.

Note: The employee will be made aware of this option prior to the interview commencing. The seriousness of this step will be emphasised to the employee. The Human Resources Division will provide advice and support at this step, as requested.

The union will be notified in writing that a meeting has been arranged to provide an employee with their final warning. This notification will include details of the meeting time and venue.



### Purpose of discussion -

- Review previous discussions.
- Discuss reasons for the situation.
- Refer the employee to Council's Employee Assistance Program.
- Agree on specific action and follow up date.
- If appropriate, inform the employee of the deferral and/or withholding of their increment and indicate the further consequences that will result if the employee does not take immediate corrective action.

The further Consequences (Disciplinary Actions) include:

- A suspension with a view to termination;
- A dismissal with due notice.



### Record:

A record of the Final Warning is to be retained on the employee's staff file and will include:

- Date and time of discussion.
- Purpose of discussion.
- Follow up date.
- Name and signature of supervisors who took the action.

Copies of all correspondence arising out of this step should be sent to the employee.

Should the employee fail to take the required corrective action within the agreed period, then Step 4 will apply.

### 1.21 Step 4: Disciplinary Action

#### Procedure:

A meeting will be held involving -

The employee concerned. (Prior to this meeting the employee will be advised of their right to union representation.)

The Divisional Manager.

The Manager Human Resources, if requested.

Union representation if requested by the employee.

## Purpose of meeting

The Divisional Manager or Manager Human Resources will inform the employee of one of the following -

- A suspension with a view to termination;
- A dismissal with due notice.

No action for termination of employment will occur until such time as the Manager Human Resources or representative has been consulted concerning the process to be followed.

## Employee's Rights

The employee, however, retains the right to take action:

- Through the Industrial Relations Commission.



### 1.22 Summary Dismissal

1.23 Nothing contained within this procedure will affect the right of management to summarily dismiss an employee without notice.

1.24 The grounds for summary dismissal include, but are not limited to:

- Acts of misconduct
- Acts of serious and wilful misconduct
- Abandonment of employment
- Drunkenness whilst at work
- Neglect of duty
- Breach of duty of fidelity/confidentiality
- Criminal offences committed by an employee related to their work.

1.25 Each case of summary dismissal MUST be considered on its merits.

1.26 Action for summary dismissal may only be initiated by a divisional manager following consultation with the Human Resources Division concerning the process to be followed.

1.27 Where it is intended to summarily dismiss an employee, the employee will be interviewed and:

- Given the full reasons for the proposed termination;
- Provided with an opportunity to respond to the reasons for the proposed termination;
- Given the opportunity of union representation during the interview.

- 1.28 Management will consider any responses made by an employee prior to proceeding with action to terminate that employee's services.
- 1.29 **Review of Employee Performance:**
- 1.30 The outcomes of any disciplinary procedure, whether they are to progress to the next step or improvement has been made, should have clear documentation on what the next step will be. For example "no improvement" may be a progression on the disciplinary procedure, or "improvement has met the expectations" may mean the reduction or removal of the disciplinary procedure.
- 1.31 A copy of the notation will also be provided to the employee.
- 1.32 These notations regarding improvement in performance **MUST** be taken into account when contemplating any future disciplinary action against the employee.
- 1.33 Employees are able to access, copy and place documentation on their personnel file stating their version of events.
- 1.34 Employees have rights under the Freedom of Information Act.



## VI LEAVE

### 1 PUBLIC HOLIDAYS

#### Policy

- 1.1 All proclaimed or gazetted Public Holidays are observed as holidays.
- 1.2 all employees will be entitled to a picnic day which subject to service needs will be taken on the last Friday of the September/October New South Wales School Holidays.
- 1.3 No deduction will be made from the rate of pay of any employee if not required to work on any of such holidays.

#### Procedure

- 1.4 Where an employee is absent on approved annual, or long service which overlaps with a gazetted or proclaimed public holiday, payment for the public holiday will continue to apply in substitution for the approved leave.

### 2 ANNUAL LEAVE

#### Policy



- 2.1 All employees will be entitled to:
  - i A period of annual leave equal to five (5) ordinary working weeks for each completed year of service to be taken at a mutually agreeable time. This annual leave will include a fixed component for all staff, subject to service needs of their area, to be taken during the Christmas/New Year period, with the remaining days to be taken at a mutually convenient time throughout the year.
  - ii Generally speaking, annual leave must be applied for at least one month in advance, however, applications for leave made at short notice will be considered by managers based on the merits of each case.
- 2.2 If an employee has been working at a higher grade and receiving higher grade pay for a continuous period of three months or more, the annual leave will be paid at the higher rate.

- 2.3 Any employee who is sick whilst on annual leave and produces satisfactory medical evidence as soon as practicable that they are unable to perform normal work duties, shall be granted at a time mutually convenient, additional leave equivalent to the period of sickness falling within the scheduled period of annual leave; provided that the period of sickness is at least five (5) consecutive days.
- 2.4 Where such leave is sought, notification should be made at the time of intention to claim sick leave.
- 2.5 Where such leave is sought, Council's Sick Leave policy shall apply.
- 2.6 No employee should accumulate more than ten weeks annual leave.
- 2.7 Where an employee has in excess of ten weeks annual leave accumulated, they may be directed by their manager to take annual leave to reduce their accumulation to ten weeks.
- 2.8 Where an employee has in excess of ten weeks annual leave accumulated and:
- i They apply with reasonable notice to take annual leave in order to reduce their accumulation to ten weeks; and
  - ii Their leave application is refused,
- the employee may request to be paid any leave accumulation in excess of ten weeks.
- 2.9 Annual leave is paid on termination, pro rata, to the date of resignation.

#### Procedure

- 2.10 A Leave Application Form stating dates of leave with the employee's and supervisor's signature and recommendation of approval are to be forwarded to the Pay Office at least four (4) weeks in advance of the leave commencing to enable processing. Extenuating circumstances requiring urgent leave will be reviewed at the supervisory level.
- 2.11 Leave periods of less than one (1) week will be paid off salary returns or timesheets. Leave equal to or in excess of one (1) week will be paid in advance. Employees can nominate to be paid leave fortnightly if desired.



### 3 SICK LEAVE



#### Policy

- 3.1 It is recognised that from time to time, employees may experience illness or non-work related injury that may involve their absence from work. Wollongong City Council is committed to ensuring the wellbeing of its employees and will provide paid sick leave for instances of genuine illness. This commitment will be managed on the basis of reasonable needs and trust.
- 3.2 Sick Leave is considered to take place when an employee is absent from duty on account of personal illness or non-work related injury.
- 3.3 Sick Leave is to be taken only when an employee is genuinely sick.
- 3.4 Council will provide paid sick leave to employees in all cases of genuine illness. This payment is based on management being satisfied that there existed genuine grounds for sick leave.
- 3.5 Sick Leave is not designed to cover periods of absence on Parental Leave.
- 3.6 As part of Council's Sick Leave Provisions, all employee sick leave balances will be frozen from 31 December 1994. In the event of resignation, retirement, redundancy or death the full entitlement will be paid out to the employee or their estate at the rate of pay applicable upon termination of employment. Those employees who have elected not to have their Sick Leave balance paid to them during 1995-1997 will receive their frozen balance as part of their termination payment.
- 3.7 It will be the responsibility of Divisional Managers to monitor the sick leave experience within their areas of accountability. The Attendance Management Program is a tool to assist supervisors and managers in this. See procedure outlined below.
- 3.8 A corporate monitoring system will be developed and regular reports will be submitted to the Joint Consultative Committee for review. This system will be used as a basis for measuring the outcome of agreed performance indicators.
- 3.9 Any dispute relating to Sick Leave must be pursued through Council's Grievance Procedure.

#### Procedure

- 3.10 Proof of genuine illness may be established through a number of means, including but not limited to:



- a Provision of medical certificates,
  - b Knowledge and understanding of an employee's medical history,
  - c Personal contact between the employee and their supervisor/manager.
- 3.11 Council reserves the right to request supporting medical documentation and other proof of illness as considered appropriate in the event of absence. This could include referral to a medical practitioner of Council's choice.
- 3.12 Circumstances where this request could be made include instances of repeated and frequent single day or short term absence, or a pattern of absenteeism and long term absences.
- 3.13 Where it has been established that Sick Leave is being abused, the abuse will be addressed through the use of Council's Disciplinary procedures.
- 3.14 Long term illness will be reviewed at regular intervals to determine the ability of the employee to return to work either to their normal duties or alternative duties.
- 3.15 An employee will be required to notify their supervisor or designated employee of their absence from work prior to the commencement of their ordinary working hours.
- 3.16 Notification details to include expected length of absence.
- 3.17 Failure to notify of absence may result in non-payment of Sick Leave.
- 3.18 All claims for sick leave must be made on the prescribed forms provided by Council. This form must be completed and attached to an employee's flexsheet/timesheet.
- 3.19 Failure to submit a Sick Leave application form or failure to provide proof as requested by an employee's supervisor or manager may result in non-payment of leave.

## ATTENDANCE MANAGEMENT PROGRAM

See Policy 22 of this section.

### **4 CARER'S LEAVE**

#### 4.1 Philosophy

4.2 Wollongong City Council is committed to the wellbeing and morale of its workforce and acknowledges that it has a role to play in assisting its employees to balance work and family responsibilities. As a demonstration of its commitment in this area, Council will support a system of paid carer's leave, This leave will be



available to employees who adopt a primary care giving role to dependants. Leave will be available to support cases of short term dependent illness or injury, however is not designed to cover periods of parental leave.

- 4.3 Carer's leave may be provided to an employee to attend to urgent short term care for sick, injured or aged dependents or family members.
- 4.4 Carer's Leave will be managed on the basis of reasonable needs and trust. Each case will be assessed and determined on its merits by an employee's divisional manager.
- 4.5 **Proof Required**
- 4.6 Proof of an employee's need for Carer's Leave may be established through a number of means, including but not limited to:
  - a Provision of medical certificates from a certified medical practitioner detailing nature of illness of dependent,
  - b Knowledge and understanding of dependant's medical history,
  - c Personal contact between the employee and their supervisor/manager,
  - d Statutory Declaration.
- 4.7 Where it has been established that Carer's Leave is being abused, the abuse will be addressed through the use of Council's disciplinary procedures.
- 4.8 **Notification of Absences**
- 4.9 An employee will be required to notify their supervisor or other designated employee of their absence from work prior to the commencement of their ordinary working hours.
- 4.10 Notification details must also include expected length of absence.
- 4.11 Failure to notify of absence may result in non-payment of Carer's Leave.
- 4.12 **Procedure for Claiming Carer's Leave**
- 4.13 All claims for Carer's Leave must be made on the prescribed forms provided by Council. This form must be completed and attached to an employee's flexsheet/timesheet.
- 4.14 Failure to submit a Carer's Leave application form or failure to provide proof as requested by an employee's supervisor or manager may result in non-payment of leave.



#### 4.15 General

- 4.16 Carer's Leave is not designed to cover periods of absence on Parental Leave.
- 4.17 It will be the responsibility of Divisional Managers to monitor the Carer's Leave experience within their areas of accountability.
- 4.18 A corporate monitoring system will be developed and regular reports will be submitted to the Joint Consultative Committee for review.
- 4.19 Wherever practicable, Carer's Leave will operate in conjunction with flexible work practices and arrangements, designed to assist employees in managing family responsibilities without the need for loss of time from work.
- #### 4.20 Disputes Arising from Carer's Leave Procedures
- 4.21 Any dispute or difficulty relating to Carer's Leave must be pursued through Council's Grievance Procedure.

### ATTENDANCE MANAGEMENT PROGRAM

See Policy 22 of this section.



## 5 LONG SERVICE LEAVE

### Policy

- 5.1 Employees will be entitled to Long Service Leave according to the scale below:
- |                        |              |
|------------------------|--------------|
| After 10 years service | 13 weeks     |
| After 15 years service | 8 1/2 weeks  |
| After 20 years service | 13 1/2 weeks |
- After every further 5 years completed service 13 weeks.
- 5.2 Prior continuous service with other Councils is deemed as service with this Council for calculations of Long Service Leave. Details of service are obtained from Council's involved by the Human Resources Division.
- 5.3 Long Service leave is to be taken in periods of one week or greater at a time mutually convenient to the Council and an employee.
- 5.4 Any employee who is sick whilst on long service leave and produces satisfactory medical evidence as soon as practicable that they are unable to perform normal work duties, shall be granted at a time mutually convenient, additional leave equivalent to the period of sickness falling within the scheduled period of long

service leave; provided that the period of sickness is at least ten (10) consecutive days.

Where such leave is sought, notification should be made at the time of intention to claim sick leave.

Where such leave is sought, Council's Sick Leave policy shall apply.

5.5 Long Service Leave accrued may be taken at half pay subject to the approval of the Divisional Manager.

#### 5.6 Termination

i Where an employee has completed ten (10) years or more service, Long Service Leave is payable pro-rata, to the date of termination, in accordance with the above provisions.

ii Where an employee has more than five (5) years service but less than ten (10) years service on termination, that employee is entitled to a proportion of Long Service Leave on account of:

- a illness;
- b incapacity;
- c pressing domestic necessity;
- d Death (refer to Council's policy regarding Payment in Event of Death)

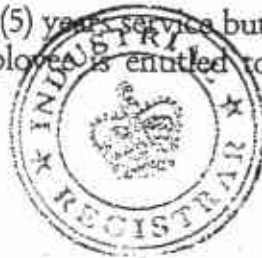
iii An employee transferring to another Council can elect to have the Long Service Leave credits transferred to that Council. The calculation of such credits is to be in accordance with Local Government State Awards, and not the Wollongong City Council Enterprise Agreement.

5.7 Where Long Service Leave loading still applies in accordance with the provisions of the Enterprise Agreement, it is only payable when:

- i The employee retires due to:
  - a age, as determined by the State Authorities Superannuation Board; or
  - b ill health.
- ii Employment is terminated by Council for cause other than misconduct.

#### Procedure

5.8 A Leave Application Form stating dates of leave with the employee's and supervisor's signature and recommendation of approval are to be forwarded to the Pay Office at least four (4) weeks in advance of the leave commencing to enable



processing. Extenuating circumstances requiring urgent leave will be reviewed at the supervisory level.

- 5.9 Leave will be paid in advance. Employees can normally be paid leave fortnightly if desired.



## 6 LONG SERVICE LEAVE LOADINGS

- 6.1 Any loading on long service leave accrued by wages staff prior to 31 December 1994 will be retained for five years from these dates and will be paid at the rate of pay when the long service leave is taken.
- 6.2 With respect to long service leave entitlements which will fall due after 1 January 1995 in the case of Wages staff,:
- a Staff with service of seven years and not greater than ten years from the above dates will be credited with a component of long service loading, on the basis of their length of service at that point in time, which will apply when their initial entitlement of long service leave falls due. The loading will be paid at the rate of pay when the leave is taken on the understanding that wages staff have five years from 1 January 1995 to avail themselves of the leave attracting that loading before the entitlement to that loading lapses.
  - b Staff with length of service of greater than ten years but falling between any of the five-year multiples at which long service leave becomes due, will be credited with a component of long service leave loading, on a pro-rata basis, which will apply when their next entitlement of long service leave falls due.
  - c Wages staff retiring before 1 January 2000, will be entitled to payment of all long service leave loadings.
  - d Council agrees that if management rejects an employee's request to take all or part of long service leave attracting loading within the agreed five year period, the employee will retain the loading until such time as the employee is able to take the leave, and the loading will be based upon the rate of pay at the time the employee is able to take that leave.
- 6.3 At no time in the future may payment on a weekly basis of annual leave loading and long service loading be used to offset any increase in salaries given for any other reason.

## **7 BEREAVEMENT LEAVE**



### **Policy**

- 7.1 Any employee who suffers the loss of a member of their family or relative in respect of whom they hold a close affinity and who gives Council satisfactory evidence of such relationship and death, will be entitled to special bereavement leave as follows:
- i Any unworked part of an ordinary working day or ordinary rostered shift, without loss of pay during which the employee was notified of such death and thereupon was allowed to cease work; and
  - ii One (1) ordinary working day or ordinary rostered shift or where the employee arranges the funeral, two (2) ordinary working days or ordinary rostered shifts, which occur between the day after the last day upon which the employee worked prior to taking Bereavement Leave and the day upon which the funeral takes place.

### **Procedure**

- 7.2 Employees wishing to claim Bereavement Leave should do so by completing a standard "Leave Application Form" and making relevant notification on their Timesheet/Flexsheet. Such forms should be forwarded to the employee's immediate supervisor and thereafter to the Divisional Manager for approval.
- 7.3 The Divisional Manager will then arrange for the form to be forwarded to the Payroll section for payment of Leave and recording of same on the appropriate registers and Personnel files.

## **8 LEAVE FOR ATTENDANCE OF FUNERALS**

### **Policy**

- 8.1 Where an employee of Council dies, it is Council's policy to grant a half day's special leave with pay to the deceased employee's immediate coworkers, (eg. gang) and two official representatives of his/her union.

### **Procedure**

- 8.2 Where an employee wishes to obtain leave in line with the provisions of the above policy they should complete a "Leave Application Form" and seek the approval of their Divisional Manager.

- 8.3 Where time constraints do not allow for the above process to be completed prior to the funeral taking place the employee should seek verbal approval from their Divisional Manager or representative prior to absenting themselves from the place of work.
- 8.4 Under no circumstances should employees absent themselves from the place of work prior to obtaining permission.

## **9 SPECIAL LEAVE - VOLUNTEER FIREFIGHTERS TO COMPETE IN ANNUAL NSW COMPETITIONS**



### **Policy**

- 9.1 The Divisional Manager has the delegated authority to approve special leave with pay for volunteer firefighters to attend Annual Competitions for New South Wales to a maximum of one (1) week provided:
- i Such leave can be granted where it does not adversely affect Council's operations.
  - ii Production of evidence from the Officer-in-Charge of the Fire Station in which the volunteer firefighter is engaged to show that the Brigade is participating in the championships and that the service of the employee is required for that purpose.

### **Procedure**

- 9.2 The following procedure will apply in respect of the above policy:
- 9.3 An employee wishing to compete in the Annual New South Wales Volunteer Firefighters Competitions will submit a "Leave Application Form" to the Divisional Manager. Such form should be accompanied by documentation from the Officer-in-Charge of the Fire Station certifying that the employee is to compete in this competition and stating the period of leave required.
- 9.4 The Divisional Manager will have the authority to grant a maximum of one (1) week special leave with pay for this purpose.
- 9.5 If leave is not approved, the Divisional Manager will notify the employee as to the reasons.
- 9.6 If leave is approved, the Divisional Manager will forward the Application for Leave form to the Payroll Section for processing.

## **10 ABSENCE ON FIREFIGHTING SERVICE**



### **Policy**

- 10.1 It is Council's policy that employees who are volunteer firefighters be paid wages or salary during their absence on firefighting duty, subject to such absence being during normal working hours.

### **Procedure**

- 10.2 The following procedure will apply in respect of this policy:
- i An employee absent on volunteer firefighting duties will notify their supervisor as soon as practicable on the first morning of absence.
  - ii Notation will be made by the employees on their timesheet/flex sheet to reflect the period of absence.
  - iii Upon return to work the employee will complete a "Leave Application Form" requesting special leave for the period of absence.
  - iv The Divisional Manager will be authorised to seek determination on this application.

## **11 SPECIAL LEAVE WHEN REPRESENTING DISTRICT, NSW OR AUSTRALIA**

### **Policy**

- 11.1 Where any employee is selected to represent New South Wales or Australia they will be granted a maximum of one (1) week's special leave with pay and the remainder of any leave required to travel to and from and complete participation without pay.
- 11.2 Where any employee is selected to represent the district such employee will be granted special leave without pay for a sufficient period to travel to and from and complete participation.

### **Procedure**

- 11.3 Where an employee has been chosen to participate in a representative event and wishes to take leave in accordance with the above policy such employee should submit a "Leave Application Form" for approval to the Divisional Manager stating the nature and period of leave requested and reasons for leave. This form should



be accompanied by documentation certifying they are to participate in a representative event.

- 11.4 Where leave is granted without pay, the employee and Council will each maintain their regular superannuation contributions. In addition, it will be the employee's responsibility to ensure payment of other regular payroll deductions.
- 11.5 Leave taken without pay will not affect the employee's continuity of service with Council however the period of leave will not be taken into consideration as service for the purpose of calculating leave entitlements, etc.

## **12 SPECIAL LEAVE FOR PARTICIPATION IN COMMUNITY SERVICE ORGANISATIONS**

### **Policy**

- 12.1 The Divisional Manager is delegated authority to approve special leave with pay for employees participating in Community Service Organisations. In determining applications for such leave, the Divisional Manager will examine each case on its merits.

### **Procedure**

- 12.2 Employees seeking leave in accordance with this policy should apply in writing to the Divisional Manager.
- 12.3 The Divisional Manager will thereupon consider the application according to its merits.
- 12.4 The Divisional Manager will advise in writing the employee concerned the outcome of their application. If the application is denied, full reasons will be provided.

## **13 MILITARY LEAVE**

### **Policy**

- 13.1 Council will grant leave for service in the Defence Force Reserves up to total absence fifteen (15) working days during any period of twelve months.
- 13.2 Council will pay the difference between Defence Force pay and the ordinary wage or salary of any employee who is a member of the Reserves for the actual periods of leave occurring during the normal spread of working hours.



## Procedure

- 13.3 Any employee seeking leave in accordance with this policy will submit a "Leave Application Form" to their Divisional Manager.
- 13.4 Having regard to the provisions of this policy, the Divisional Manager will determine the outcome of the application.
- 13.5 The employee concerned will be advised of the Divisional Manager's determination. Where the application is denied, the Divisional Manager will provide the employee with full details for such decision.

## 14 OVERSEAS STUDY LEAVE



### Policy

- 14.1 That Overseas Study Leave be on the ratio of two (2) weeks Annual Leave to one (1) week Study Leave, this policy applies in instances where some other funding body provides the finance.

### Procedure

- 14.2 The following procedure will apply in the event of an employee requesting Overseas Study Leave:
- 14.3 The employee will submit a "Leave Application Form" to the Divisional Manager with documentation detailing the period of leave requested and nature of study they wish to undertake.
- 14.4 If the Divisional Manager endorses such leave a report will be prepared to the Divisional Manager setting out details of leave requested and why such request is supported.
- 14.5 If the period of leave requested exceeds four (4) weeks the Divisional Manager will prepare a report on the matter to the General Manager. If the period of leave requested is less than four (4) weeks the Divisional Manager has delegated authority to approve/disapprove such leave.
- 14.6 An employee who undertakes Overseas Study Leave may elect to use any accrued Annual Leave and/or Long Service Leave entitlements. In the event of this, pro-rata payment will not be available.
- 14.7 Unless an employee elects to avail themselves of the provisions of the above clause, all Overseas Study Leave will be Leave Without Pay.

- 14.8 The employee and Council will each maintain their own superannuation contributions for the period of unpaid leave. In addition, it will be the employee's responsibility to make appropriate arrangements for the continuing payment of other regular payroll deductions.
- 14.9 An absence on Overseas Study Leave will not interrupt the continuity of service with Council, however, any absence, unless taken using accrued leave entitlements will not be taken into account in calculating for any purpose the period of service with Council.
- 14.10 An employee on Overseas Study Leave may terminate their services at any time during this period of leave. For the purposes of calculating entitlements, etc. the termination date will be taken as the date Council received such notification.

## **15 ABSENCE FOR ATTENDANCE AT COURT ON SUBPOENA OR FOR JURY SERVICE**

### **Policy**



### **15.1 Witnesses**

15.2 If an employee is subpoenaed or called as a witness in connection with any court proceedings involving the Council, all reasonable out-of-pocket expenses will be paid. Any witness's fees or expenses which may be payable will be paid to Council.

15.3 If an employee is called as a witness for court proceedings in which the Council is not involved and such employee is not called in connection with their official position with the Council, they will be granted leave of absence without pay for the period during which they are necessarily absent from duty. Alternatively, such employee may take such time as leave of absence from annual leave which may be due, and, in these circumstances, will be allowed to retain any witness's fees and expenses which may be paid.

### **15.4 Jury Service**

15.5 If an employee is called for jury service and/or serves on a jury, they will be granted leave of absence and will be paid the difference between their ordinary salary or wages and the fee they received for jury service, and such employees will be required to produce evidence to show what payment they received for such jury service. An employee will be required to make application for the difference between their salary and the payment received, stating the hours they were in attendance at the court.



## **16 LEAVE OF ABSENCE - BEACH AND POOL STAFF**

### **Policy**

- 16.1 The objective of this policy is to reduce staffing costs during winter and allow Beach and Pool personnel the opportunity to gain professional experience outside Council's employ.
- 16.2 Beach and Pool staff be encouraged to take up employment elsewhere during the winter season.
- 16.3 Leave of absence is made available on the provision that the employee returns for duty at the commencement of the following swimming season.

### **Procedure**

- 16.4 An employee requesting leave in accordance with the terms of this policy will submit a "Leave Application Form" to the Divisional Manager with documentation detailing the period of Leave requested for approval.
- 16.5 An employee who undertakes leave in accordance with this policy may elect to use accrued Annual Leave and/or Long Service Leave Entitlements. In the event of this, pro-rata payment will not be available.
- 16.6 Unless an employee elects to avail themselves of the provisions of the above clause, all Leave of Absence will be Leave Without Pay.
- 16.7 The employee and Council will each maintain their own superannuation contributions for the period of unpaid leave. In addition, it will be the employee's responsibility to make appropriate arrangements for the continuing payment of other regular payroll deductions.
- 16.8 An absence in line with this policy will not interrupt the continuity of service with Council; however any absence, unless taken using accrued leave entitlements, will not be taken into account in calculating for any purpose the period of service with Council.

## **17 EXCHANGE LIFEGUARD PROGRAM**

### **Policy**

- 17.1 The objectives of the Exchange Lifeguard Program are:
  - i To improve lifesaving standards and procedures at an international level

- ii To increase an international understanding of problems associated with professional lifeguarding
- iii To enable professional lifeguards to gain experience and further knowledge of their profession

To create goodwill between participating countries.

17.2 Wollongong City Council has undertaken an Exchange Lifeguard Program with the following organisations:

- i North Devon District Council United Kingdom
- ii Nova Scotia Lifeguard Service Canada

### Employment Terms



17.3 Period and Number of Employees

Wollongong City Council will employ -

One (1) lifeguard from Nova Scotia Lifeguard Service

One (1) lifeguard from North Devon District Council's Lifeguard Service

For a period of six (6) weeks - mid December to the end of January each year.

17.4 North Devon District Council will employ two (2) lifeguards from Wollongong City Council's Lifeguard Service for a period of at least six (6) weeks.

17.5 Nova Scotia Lifeguard Service will employ one (1) Wollongong City Council lifeguard during July/August, a period of approximately eight (8) weeks.

17.6 Current rules of "Leave Without Pay" apply to Wollongong City Council's lifeguards participating in the exchange.

17.7 Lifeguards from North Devon District Council and Nova Scotia Lifeguard Services employed by Wollongong City Council on this exchange gain no seniority or priority to seasonal or permanent employment with Wollongong City Council.

17.8 Wollongong City Council's lifeguards taking part in the exchange must fulfil all requirements, qualifications, terms of employment stipulated by either/both Nova Scotia Lifeguard Service and North Devon District Council.

17.9 Wollongong City Council's current Enterprise Agreement of conditions, wages, allowances apply to all exchange lifeguards from Nova Scotia and North Devon Lifeguard Services.

17.10 Wollongong City Council is not subject to any additional costs, charges, fees, expenses, other than those incurred under normal employment of staff.

17.11 Lifeguards from Nova Scotia Lifeguard Service and North Devon District Council are responsible for their own accommodation, meals, work visas, passports, transportation to interviews, testing and work while employed or seeking employment with Wollongong City Council.

17.12 The Illawarra Institute of Professional Lifeguards assists all overseas lifeguards who participate in this exchange to find accommodation, any training required and settling in.

17.13 Wollongong City Council reserves the option of placement of their employees.

17.14 All employees of Wollongong City Council are covered by Workers' Compensation for any injuries received whilst carrying out their duties and time lost from work as a result of these injuries.

#### 17.15 Selection of Personnel

17.16 Wollongong City Council lifeguard staff is selected on their qualifications, experience, physical fitness, screening, lifesaving ability, written examination (first aid, professional lifeguarding ordinances), resuscitation ability, attitude and personal interview.

#### Procedure



#### 17.17 Assessment

17.18 Applicants for employment with Wollongong City Council will be assessed by the following methods:

- \* Qualifications
- \* Physical screening
- \* Lifesaving ability
- \* Written examination (first aid, professional lifeguarding and ordinances)
- \* Testing of resuscitation ability.

The qualifications and standards of performance required are as follows:

#### 17.19 Qualifications

17.20 Persons employed as Beach Inspector/Lifeguards by Wollongong City Council must possess the following qualifications:

- i Bronze Medallion of SLSA or international equivalent

- ii Advanced Resuscitation Certificate of SLSA or international equivalent
- iii St Johns or Red Cross First Aid Certificate or international equivalent.

#### 17.21 Physical Screening/Lifesaving Ability

17.22 Applicants must demonstrate the necessary physical and lifesaving abilities.

Applicants must:

- i Complete an 800 metre pool swim in under 14 minutes
- ii Complete a 1,609 metre run in under 7 minutes
- iii Demonstrate ability on rescue board/simulated rescue
- iv Demonstrate ability to carry out rescue with torpedo tube
- v Demonstrate ability to carry out rescue with reel, line and belt.



#### 17.23 Written Examination Paper

17.24 Applicants for employment with Wollongong City Council as Beach Inspectors/Lifeguards must obtain a satisfactory pass in a written examination paper, consisting of questions on first aid, professional lifeguarding and ordinances.

#### 17.25 Testing

17.26 Applicants will be tested on mouth to mouth resuscitation, one man CPR and a one person assessment. Timing and technique will be assessed.

#### 17.27 Selection of Wollongong City Council Lifeguards for Exchange

17.28 Applicants will be called for on 1 February each year, closing on 21 February.

17.29 Applications will be reviewed by the division. If there is more than one person wanting to go, a process of merit will apply.

17.30 The division will then forward applicant's names and detailed information to the employing authorities (Nova Scotia Lifeguard Service and North Devon District Council) for them to select successful applicants.

17.31 Information to be included:

- length of service
- qualifications for lifesaving
- swim/run test times
- lifesaving awards
- other outstanding qualities/qualifications.

17.32 Selection of Applicants for Lifeguard Positions with Wollongong City Council

17.33 North Devon District Council and Nova Scotia Lifeguard Services forward applicants' names, etc. and relevant details to Wollongong City Council by 1 October each year with the understanding that successful applicants would be advised by 31 October and would also be required to commence duties by approximately 14-20 December.

**18 FLEXTIME**

It is Council's objective to allow employees flexible working hours to enhance a high morale. To this end Council has adopted a Flex Leave Policy and the following procedures should apply.

**Policy**

Flexitime is designed to allow staff maximum flexibility in determining their own working hours, in agreement with their supervisor. Constraints will be that present work outputs and service to the public must not be reduced and overtime must not increase.

**Procedure**



**18.3 Cooperation and Supervision**

18.4 Because of the varying requirements of each unit or section, it is not practicable to specify operating guidelines under Flexitime any further than those outlined herein. It is considered appropriate to leave these matters to the discretion of the Divisional Manager.

18.5 It is essential for the smooth running of any large organisation that there be cooperation and adequate supervision. These two factors apply to a very large extent under Flexitime.

18.6 Officers must at all times obey directions given by their supervisors regarding hours of attendance. If a supervisor directs any of their staff to commence or



cease work at a time at which the individual would prefer to be absent, the supervisor's directions are to be followed.

18.7 It is essential therefore that all staff working Flextime be aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be cooperation between staff, supervisors and management in planning of working times so that during Flex Periods resources are available to service the needs of the public, other divisions and organisations and to enable the continuance of inter-office communications and services. This has to be carefully balanced against the objective of the system that staff should be afforded maximum flexibility in choosing their working hours consistent with the requirement of the system and the ultimate achievement of the group's and the division's work objectives.

18.8 Supervisors have a most important role to play under Flextime. As well as ensuring that their section's obligations are met in full, they should encourage their officers to use the benefits of the scheme in a responsible manner.

### 18.9 Eligibility to Participate

18.10 Most staff will be eligible to participate in Flextime. The exception to this will be staff whose duties require them to work fixed hours or shiftwork.

18.11 The degree to which staff will be able to avail themselves of the benefits will, of course, vary depending on such aspects as the designation and classification of officers, the duties of their positions, the location of section, absence of other officers, etc. Not all staff will be able to enjoy the full benefits of Flextime but it is the Council's wish that the maximum freedom possible within the constraints of efficient operations be afforded to all staff.

18.12 The General Manager will, at all times, retain the right to determine who may be excluded from participation.

### Definitions of commonly used terms

18.13 Before proceeding to study the terms and conditions of Flextime, you should make yourself familiar with the following terms used to describe the scheme.

#### i Bandwidth

Refers to that time between start of the morning flex period and the end of the afternoon flex period. This may be 6.00 am to 6.00 pm but the bandwidth for each section or for individuals will be set by the divisional manager.



ii **Standard Hours**

Standard hours of duty are those defined in the Wollongong City Council Enterprise Agreement.

iii **Normal Day**

A normal working day is as determined in the Wollongong City Council Enterprise Agreement.

iv **Core Time**

These are the periods during the day when all officers are normally required to be present, except where mutually agreed between divisional manager and staff concerned.

v **Flex Debit**

A Flex Debit is an amount below the normal hours that one is required to work, eg, if an officer has worked only 6 hours on the one day, they have a Flex Debit of 1 hour for that day. Flex Debits are shown as "-".

vi **Flex Credit**

A Flex Credit is an amount above the normal hours that one is required to work, eg, if an officer has worked 8 hours on the one day, they have a Flex Credit of one hour for that day. Flex Credits are shown as "+".

vii **Flex Periods**

Flex periods are those periods of the day within which a staff member may choose hours of duty and times of attendance in accordance with the other conditions and agreement of their supervisor.

viii **Core Time Leave**

This refers to an approved absence during Core Time. Officers can only take Core Time Leave if their supervisor approves.

ix **Officer**

Wherever used in this outline, it refers not only to permanent staff but also includes all departmental employees except those specifically excluded from Flextime.



## Provisions of flextime

### 18.14 Daily Working Hours

18.15 The following details relate to daily working hours in general, subject to certain exceptions determined by divisional manager.

- i **Earliest Starting Time - 6.00 am**  
**Latest Finishing Time - 6.00 pm**

The maximum time which an officer can be directed to work as Flextime on any one day is one hour.

Any additional hours must be paid overtime unless voluntarily accepted as flex credits by employee.

- ii **Example of Daily Working Pattern**

6.00 am to 9.30 am	Flex Period
9.30 am to 12 noon	Core Time
12 noon to 2.00 pm	Flex Period
2.00 pm to 4.00 pm	Core Time
4.00 pm to 6.00 pm	Flex Period



- iii **Core Time**

During the Core Time of 9.30 am to 12 noon and 2.00 pm to 4.00 pm, all officers are to be in attendance unless on approved leave.

- iv **Flex Period**

Subject to the requirements of the duties of your position and direction of your supervisor, you are free to elect your hours of duty and times of attendance during the Flex Periods 6.00 am to 9.30 am, 12 noon to 2.00 pm and 4.00 pm to 6.00 pm.

- v **Notification of Absence**

Under Flextime the same conditions will apply as presently exist for notification of absences where prior approval has not been given. Officers who for any reason will not be attending for duty when expected and who have not received prior approval, are required to notify their supervisor by the normal time of 9.30 am.

Failure to do this could result in deduction from salary, disciplinary action or an officer being prevented from participating in Flextime.

vi **Lunch and Tea Breaks**

There will be no fixed lunch break. Officers will take a lunch break between 12 noon and 2.00 pm, the only requirement being that a minimum of half an hour has to be taken and a lunch break must be taken after an officer has worked continuously for 5 hours, that is, if an officer commences duty at 8.00 am, they must begin their lunch break not later than 1.00 pm.

**Flex Debit and Credit Build Up**

18.16 Officers will be allowed to build up Flex Credits and incur Flex Debits, that is, they are not required to work the normal number of hours each and every day.

18.17 The following conditions will apply to the accrual of Flex Credits and Flex Debits.

- i Flex Credit - Subject to the specified requirement of the scheme, ie, necessity for officers to meet their functional responsibilities, cooperation with supervisors, etc, an officer may accrue a flex credit build up. At no time may flex credit exceed 14 hours, without the approval of the divisional manager, because an excessive accumulation of flex credit days will be difficult to reduce without disrupting work flows.

The provision for officers to establish credits will enable both officers and their sections to plan for peaks and troughs. Additionally, it will enable officers to have time off at times when normally they would be working.

- ii Flex Debit - The maximum Flex Debit at any time is one normal working day, without the approval of the Divisional Manager.

**Core Time Leave**

18.18 All officers are required to be present during Core Time. However, in order to give more flexibility to the scheme, officers will be allowed to take core time leave, subject to the following conditions:

- i Prior approval of the supervisor must be obtained (verbal approval only is required);
- ii The full extent of Core Time cannot be taken on each of two consecutive days unless approval has been granted by the Divisional Manager; and
- iii When core leave is taken on the day immediately preceding or after annual leave, such periods will not be included in any payment of higher duty allowance.





## Leave

### 18.19 Sick Leave During Flextime Day Off

Should an officer feel indisposed on an approved day off, they may apply for Sick Leave instead. Such officer is then free to seek approval for further Core Time Leave.

## Overtime

18.20 In general, the amount of overtime worked should neither increase nor decrease as a result of Flextime, however overtime will be paid when specifically directed.

## Working at Other Offices

18.21 While working at an office in another division where Flextime is not in operation or where the hours of duty differ from those at their home office, officers are to adopt the hours of duty operative in that office.

18.22 When an officer is transferred to an office where Flextime is not in operation, they should take advantage of any accrued Flextime Credit within one fortnight of their transfer.

## Notification of Termination

18.23 When an employee gives notice that they wish to terminate, participation in flextime automatically ceases. Any debit existing three days before termination will be deducted as leave without pay.

18.24 Where a credit balance exists the officer will be entitled to take this time where practicable and agreeable to their supervisor. Credit balances will be paid out up to a maximum of fourteen hours.

## Time Recording

18.25 All staff are honour bound to record their attendance accurately and truthfully. Any officer who does not observe this requirement may be excluded from participation in the scheme. An officer who deliberately falsifies his/her Personal Record of Attendance will be subject to disciplinary action.

18.26 The basic document is an individual Personal Record of Attendance Sheet.

18.27 At the beginning of each weekly period covered by the Record of Attendance, officers are to complete the details showing:

- Name;
- Pay No;
- Location;
- Week Ending; and
- Flex Balance Brought Forward.



18.28 Each morning when officers commence duty they are to fill in the time of starting work.

18.29 At the end of ceasing duty at the lunch break, officers are to enter the time of finishing work for the morning.

18.30 When recommencing duty after the lunch break, the officers are to insert the time of restarting work.

18.31 On ceasing duty for the day, officers are to:

- i Enter the time of finishing work;
- ii Calculate the flex debit or credit for the day to the nearest  $\frac{1}{4}$  hour;
- iii Enter the calculated time in the 'Total Flex Hours Claimed Today' column; and
- iv Should officers be absent on leave, they are to indicate the type of leave under the day on which it occurred.

18.32 If leave has not been previously approved, a leave form is to be submitted to the supervisor.

18.33 At the end of each fortnight, officers are to calculate their debit or credit time balance for the week. This balance is then reflected as a 'plus' or 'minus' in the 'Flex Balance Carried Forward' column.

18.34 Officers are then to sign the forms and have them checked and countersigned by their supervisors.

### **Supervisor's Responsibility**

18.35 The Supervisor is responsible for the employees attendance pattern and the perusal of the Personal Record of Attendance is the primary means of assessing this. The Supervisor's signature on the form indicates acceptance of this responsibility.

18.36 At the end of each fortnightly period the supervisor will see that the following actions occur:

- i Transfer any details of absences other than Flextime to the Salaried Staff Fortnightly Variation Return;
- ii Retain Personal Record of Attendance as Division Record; and
- iii Forward completed Salaried Staff Fortnightly Variation Return, together with all necessary leave forms to Pay Section by 12 noon Monday.

## **19 ABSENCE FROM DUTY**



### **Policy**

- 19.1 Once having reported for work, an employee will not absent themselves without the prior consent of their supervisor or Divisional Manager.
- 19.2 If any employee absents themselves from duty without leave or satisfactory explanation, Council may deduct the hours of absence from the employee's wage or salary.

### **Procedure**

- 19.4 In the event of the above occurring it will be the responsibility of the employee's supervisor to invoke Step 1 of Council's Disciplinary Procedure. Any decision to deduct wages or salaries will be notified to the Divisional Manager, employee and Pay Section.
- 19.5 In the instance where an employee has falsified their timesheet/flexsheet, Council's Disciplinary Procedures will be invoked.

## **20 PARENTAL LEAVE**

### **Policy**

- 20.1 Wollongong City Council is an Equal Opportunity Employer. The aim of pursuing such a policy is to ensure that all employees experience equality of opportunity in their working life, regardless of sex, race, marital status, disability or sexual preference. The purpose of this policy is to ensure that all employees have an opportunity to participate in the early rearing of their children without disadvantaging their employment situation.

- 20.2 Following a period of twelve (12) months unbroken service, an employee will be granted parental leave for an unbroken period of up to fifty-two (52) weeks after the birth or adoption of a child. Such leave will be in accordance with the procedure and will be classified as Leave Without Pay.
- 20.3 An employee may access their accumulated annual and long service leave entitlements during this 12 month period of leave.

#### Procedure

- 20.4 A female employee who produces to the Council, not less than ten weeks prior to the expected date of confinement, a certificate of a legally qualified medical practitioner, stating she is pregnant and specifying the expected date of confinement; or
- 20.5 A male employee who produces to the Council, not less than ten weeks prior to the expected date of confinement, a certificate of a legally qualified medical practitioner stating that his spouse/partner is pregnant and specifying the expected date of delivery.
- 20.6 Parental Leave due to adoption will only be granted if the adopted child is under five (5) years of age and has not previously lived continuously with the employee for a period of six (6) months. The child may not be a child or step-child of the employee or their partner. Adoption leave may be granted for an unbroken period of up to fifty-two (52) weeks but ceasing in any event when the child reaches the age of five (5) years.
- 20.7 The employee will notify Council when they have received notice of approval for adoption purposes. Within two (2) months of such approval an employee will submit an application for Adoption Leave stating the period of leave requested on placement of the child.
- 20.8 The employee will notify Council in writing of the presumed date of placement of a child for adoptive purposes not later than fourteen (14) days before such placement, together with the date of commencement of Adoption Leave and the period of leave to be taken. Granting of leave will not be prejudiced if this period of notice cannot be given if it results from a requirement of an adoption agency to accept earlier placement of a child.
- 20.9 An employee who commences with Council after the date of their approval for adoption purposes will notify Council upon commencing of this fact and the period of Adoption Leave they request upon placement of the child. In the case where placement occurs prior to that employee attaining fifty-two (52) weeks continuous service with Council, approval of leave will be at the discretion of the Divisional Manager.





20.10 An application for Adoption Leave must be supported by production of either:

- i A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes;
- ii A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

20.11 An employee wishing to take parental leave must, not less than four (4) weeks prior to the date upon which they intend to commence such leave, give to Council notice in writing:

- i Stating their intention to take parental leave; and
- ii Specifying the period of leave they intend to take and the date of commencement of the period.



20.12 Application for parental leave will be made on the Parental "Leave Form" (available from the Human Resources Division) and submitted to the Divisional Manager for approval.

20.13 In the instance of female employees:

- i Council may, by not less than fourteen (14) days notice, require an employee to commence parental leave on a specified date within six (6) weeks immediately preceding the expected date of delivery; and
- ii The period of leave will include a period of six (6) weeks immediately following confinement.

20.14 At any time during the period of parental leave, an employee's application to extend or reduce the leave period within the limits set out in this policy will be considered by Council.

20.15 An employee on parental leave is required to provide Council with at least four (4) weeks notice of intention to return to work.

20.16 An absence on parental leave will not interrupt the continuity of service with Council, however, any absence on such leave will not be taken into account in calculating for any purpose the period of service with Council.

20.17 The employee and Council will be responsible for maintaining or suspending their own superannuation contributions for the period of unpaid leave. In addition, it will be the employee's responsibility to make appropriate arrangements for the continuing payment of other regular payroll deductions.

- 20.18 At the employee's election, payment may be made for accrued and untaken annual leave and long service leave to which the employee is entitled, calculated on a pro-rata basis, up to the time the employee proceeds on parental leave. This payment may either be made before the employee proceeds on such leave or throughout the period of leave. The calculation of payment will be based on the employee's rate of pay at the time payment is effected.
- 20.19 Upon return to work from parental leave, an employee will be entitled to the position which they previously occupied. Where this position has become redundant, the employee will be entitled to a position which is as comparable as possible to the status and remuneration of their former position and which they are capable of performing.
- 20.20 An employee on parental leave may terminate their service at any time during this period of leave. For the purposes of calculating entitlements, etc, the termination day will be taken as the date such notification was received by Council.
- 20.21 Sick leave will not be available to an employee who has commenced parental leave. Further, subject to medical advice, an employee may be required by Council to commence parental leave at an earlier date, where their health makes it impractical for them to continue in their normal duties and where alternate duties are not available.

## **21 LEAVE WITHOUT PAY**



### **Policy**

- 21.1 All applications for leave without pay will be referred to the relevant Divisional Manager for determination.
- 21.2 Each case is to be assessed on its merits, taking into account factors such as length of service of the employee, past performance of the employee, the impact of the leave on the division and the reasons for the employee requesting leave.
- 21.3 The Divisional Manager will consider the request for leave without pay and provide the employee with a determination within one month or other agreed time.
- 21.4 Any grievance concerning an application for leave without pay not approved should be pursued through Council's Grievance Procedure.

### **Procedure**

- 21.5 The employee will submit a "Leave Application Form" to the Divisional Manager with documentation detailing the period of leave requested.

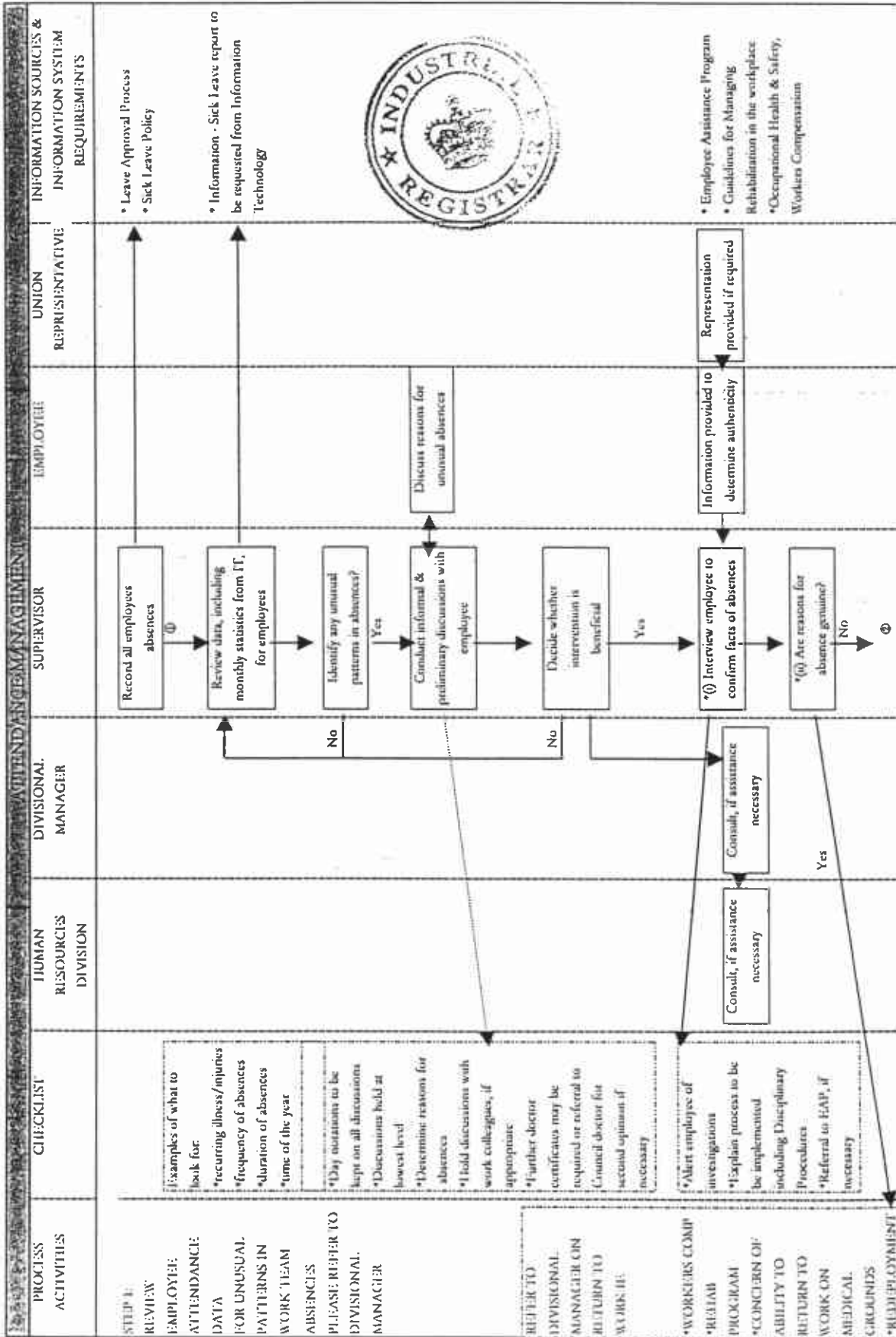
- 21.6 The employees will be responsible for maintaining or suspending their own superannuation contributions and deductions for the period of unpaid leave.
- 21.7 An employee on Leave Without Pay may terminate their services at any time during this period of leave. For the purposes of calculating entitlements, etc. the termination date will be taken as the date Council received such notification.
- 21.8 An absence on Leave Without Pay will not interrupt the continuity of service with Council, however, any absence on such leave will not be taken into account in calculating for any purpose the period of service with Council.

## **22 ATTENDANCE MANAGEMENT PROGRAM**

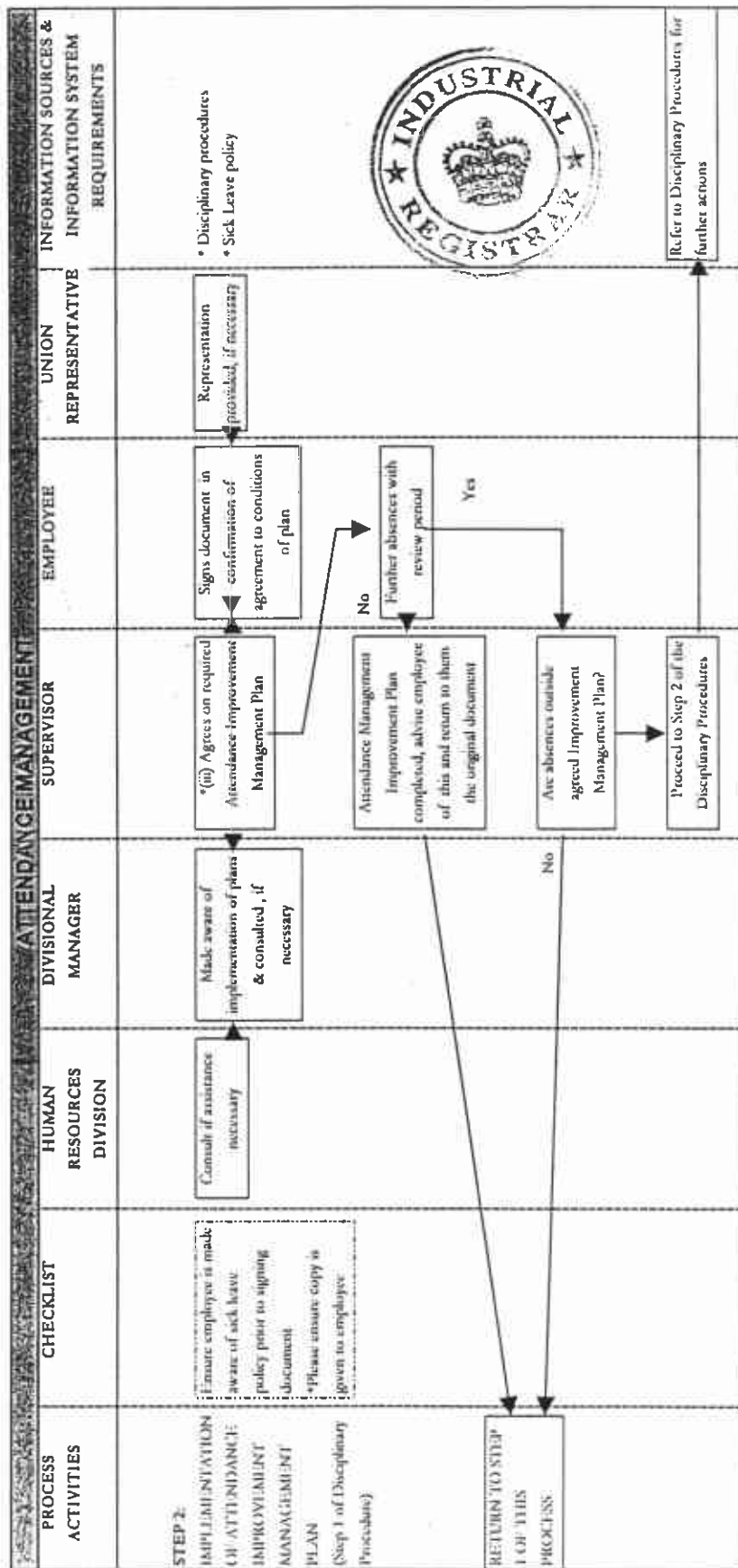
22.1 The Attendance Management Program provides an easy reference for supervisors and managers by outlining to both parties that will (or may) have a role to play in the management of attendance, as well as the steps that should be undertaken. These steps can be summarised as follows:

- Reviewing employee attendance data regularly;
- Identifying any unusual patterns in absences;
- Determining whether reasons for absences are genuine. If absences are determined to be genuine, then employee needs to placed on the appropriate rehabilitation program;
- Should absences be determined as an attendance problem, the employee is placed on an Attendance Improvement Management Plan.





\* Sub-processes (i), (ii) & (iii) may occur in a shorter timespan i.e. one meeting & combine to form Step 1 of the Disciplinary Procedure.



\* Sub-processes (i), (ii) & (iii) may occur in a shorter timespan i.e. one meeting & combine to form Step 1 of the Disciplinary Procedure.

## VII OCCUPATIONAL HEALTH AND SAFETY, WORKERS' COMPENSATION

### 1 SAFETY POLICY STATEMENT

- 1.1 Wollongong City Council recognises and accepts the responsibility for the health, safety and welfare of all employees.
- 1.2 It is paramount that all levels of management and staff recognises the importance of developing and maintaining healthy and safe working conditions in all work places. To enable this to be achieved our Occupational Health and Safety policies, practices and systems must be continually monitored and reviewed to ensure the achievement of highest safety standards possible.
- 1.3 Wollongong City Council is fully committed to the following principles:
- Safety is everyone's responsibility, we are all accountable;
  - All injuries are preventable;
  - All operating exposures can be minimised;
  - All employees should be trained to work safely;
- 1.4 If at any time you have any enquires or concerns please raise them with your supervisor, manager, safety committee representative or any member of the Human Resources Division.
- 1.5 It is only through working together, with a commitment to preventing injury and illness, will we be able to create a safe and healthy working environment.



### 2 CODE OF SAFETY PRACTICE

#### Introduction

- 2.1 The objectives of the Wollongong City Council's Code of Safety is of a two-fold nature.
- Firstly, success will reduce the extent of pain and suffering to its employees.
  - Secondly, because the costs of injuries are carried by Council, as the self-assurer, effective cost reductions can be achieved.



## Note

- 2.2 This document will at all times be used in conjunction with Council's Pesticide, Rehabilitation, Chemical and other Safety policies existing at the time.
- 2.3 Amendments to this document will only be made after joint consultation with Safety Committees, Management and the relevant Unions.

## Purpose

- 2.4 The Wollongong City Council, its employees and their unions, recognise the need to accept and do accept the responsibility of safety and health of its employees in their work situation.
- 2.5 Management recognises the importance of developing and maintaining healthy and safe working conditions in all workplaces and the importance of keeping the health and safety policy and standards in these workplaces, under constant review. This goal can best be achieved through the joint participation of management, employees and their unions at all levels.
- 2.6 The purpose of this agreement is to set out the responsibilities of all parties; and to establish a structural framework for the Council within which all parties may be involved in protecting employees' health and safety.

## Management — Function, Role and Responsibility

- 2.7 Management recognises that it has a legal responsibility to provide a healthy and safe place of work and that this responsibility is not diminished in any way by this agreement.
- 2.8 The Council, in consultation with employees and their unions, will develop and formulate occupational health and safety policies, which among other things will:
  - \* State the responsibilities for occupational health and safety for all levels of management, employees and contractors in Council workplaces.
  - \* Implement such Commonwealth or State legislation and regulations as are mandatory and identify guidelines, codes of practice and standards that will assist in meeting Council's policies.
  - \* Plan the provision of sufficient resources to implement this agreement.

## Supervisors — Function, Role and Responsibility

- 2.9 For the purpose of this code "will mean" and include any employee who is charged with direction, control and supervision of any one or more employees.

2.10 In order to attain Council's policy objectives Supervisors will, within their level of authority, and in accordance with Council's procedures institute any means necessary for the elimination of any potential source of injury or damage to persons or equipment under his/her control and will:

- i Carry out inspections and make observations to ensure that safe working practices and conditions are being maintained.
- ii Arrange for the prompt investigation (as per Section 4) of all accidents which result in or could have resulted in either injury to persons or damage to property so that remedial action may be effected promptly.
- iii Ensure that all employees under the supervisors control receive adequate instruction for the safe and efficient performance of their duties.
- iv Ensure, where necessary, the issue and correct use of personal protective equipment as required by Council.
- v Observe and apply all rules, regulations and accident prevention functions that pertain to Council's activities.

#### **Employees — Function, Role and Responsibility**

2.11 Consistent with management/safety committees and unions formation of healthy and safe working environments, policies and procedures and health and safety training, each employee will:

- i To the extent of his/her control or influence over working conditions and methods, will accept responsibility for working safely and rendering the work area safe when leaving it.
- ii Make proper use of all appropriate safeguards, safety devices and personal protective equipment provided by the Council in meeting Commonwealth and State legislation and regulations and, in addition, as agreed by joint consultative processes in the Council will follow agreed safe working practices and rules.

#### **Right To Refuse Unsafe Or Unhealthy Work**


2.12 Where an employee believes work involves a risk to safety or health, even if that belief is in fact mistaken then the right to refuse work exists. This right is based on the common law principle that it is not a lawful command to require employees to work in a situation where their health and safety would be adversely affected.





2.13 A worker may also have the legal right to refuse work if a complaint about a workplace hazard has not produced satisfactory results, or if the problem is too urgent to be dealt with only by way of a complaint.

2.14 The procedure for handling the refusal to work will be:

- 
- i The employee reports the situation to the supervisor or other appropriate management staff.
  - ii The supervisor or other management staff member investigates the situation in the presence of the worker and an elected employee representative of the relevant Safety Committee.
  - iii If the investigation results in improvement or clarification satisfactory to the worker, he or she returns to work. If there is insufficient improvement or clarification and the employee still has reasonable grounds to refuse, the supervisor is to notify Council's Safety Officer and a representative of the relevant Union.
  - iv Investigations will then be carried out by this Group.
  - v If the investigation results in improvement or clarification satisfactory to the worker, he or she returns to work.
  - vi If there is insufficient improvement or clarification and the employee still has reasonable grounds to refuse, the employer is to notify the relevant statutory inspector.
  - vii The inspector examines the situation in the presence of the persons named in Step ii. The inspector either gives an order requiring improvements or recommends that the employee return to work.

2.15 The necessity of reporting the danger to health and safety to management is vital. Without a clear report to management, management will not know what it is they are supposed to investigate.

#### Accident Prevention Coordination

2.16 Responsibility for the coordination of accident prevention activities within Council's workforce will be delegated to the Safety Officer.

2.17 The duties of this Officer will include:

- i Establishment and application of planning and procedures in order to obtain the Council's safety policy objectives.
- ii Advice to all levels of management on accident prevention matters.

- iii Regular inspections of work locations, observations of work methods and the subsequent reporting to the appropriate officers of any unsafe conditions and acts observed.
- iv Maintain records of all personal injuries, property damage and compilation of an annual report.
- v Study and dissemination of relevant accident prevention techniques from sources both inside and outside Council's service.
- vi To liaise with Occupational Health and Safety Committee and relevant unions, where necessary on matters of health and safety.

### Inspection Systems

- 2.18 The purpose of the inspections is to identify areas of potential danger.
- 2.19 A system of regular inspections by Safety Committees, Safety Officer and Senior Officers will be instituted at all permanent work areas.
- 2.20 Such inspections will embrace work areas, plant, buildings and equipment.
- 2.21 Inspections will identify possible accident causes and make recommendations as to appropriate corrective measures.

### Accident Investigation

- 2.22 All accidents that involve personal injury or damage to property, or near misses having that potential, will be investigated and analysed to assess the extent of necessary corrective action.
- 2.23 The person directly in charge of the injured employee, or responsible for damaged property, will participate in the investigation.
- 2.24 In an accident where an employee is hospitalised, or any other accident as deemed necessary by the Safety Officer, the Chairman of the relevant Safety Committee and the relevant Union will be notified.

### General Promotion

- 2.25 As the role of an employee is to conform to the requirements of his/her engagement, so the safety performance is dependent on the efficiency of communicating the desired safety standards.



2.26 This may, depending on circumstances, involve the following activities:

- \* Publicising Council's policy.
- \* Mounting safety posters.
- \* Recognition.
- \* Group safety meetings.
- \* Safety film screenings.
- \* Safety suggestion provisions.



### **Emergency Care**

- 2.27 Council recognises the need for immediate first aid for all injuries, including minor cuts and scratches.
- 2.28 Suitable first aid kits will be made available at all worksites in accordance with the requirements of the Occupational Health & Safety Act. At no time is the kit to leave the worksite.
- 2.29 The statutory requirements for the supply of trained first aid personnel will be met at all permanent worksites. Where necessary employees will be trained to the necessary first aid ticket requirements.

### **Joint Consultation**

- 2.30 Council will continue to set up and maintain the structure, duties and responsibilities of the Occupational Health & Safety Committees as amended in Council's separate document "Formation of Occupational Health & Safety Committees".

### **Protective Equipment**

- 2.31 In any task where the nature of work is such that the risk of injury can be minimised by personal protective equipment being issued, then appropriate suitable equipment will be provided.
- 2.32 Where such equipment is issued, it is mandatory that each employee provided with such equipment will use and maintain it in the manner intended.
- 2.33 In the selection of protective equipment, the approvals of the appropriate authorities, the opinion of the Safety Committee and the proposed user, will be taken into consideration.

### **Protective Clothing**

- 2.34 Council will provide protective clothing and footwear for staff engaged in field work and to those staff who work on or around industrial equipment, machinery, equipment, plant and vehicles.

2.35 Where this clothing is provided, it must be worn at all times and remains the property of the Council. For general provisions regarding clothing, refer to Council's policy concerning Protective Clothing.

### **Safety Training**

2.36 Safety training of each Council employee should be to the extent necessary for the safe performance of his/her duties.

2.37 Particular emphasis will be placed on those with specific safety responsibilities and new employees.

2.38 Where special skills are required, more specific training may also be necessary.

## **3 PEAK AND SITE OCCUPATIONAL HEALTH & SAFETY COMMITTEES CHARTER**

3.1 This constitution does not in any way waive or absolve committees from fulfilling their duty as defined by the NSW Occupational Health & Safety Act

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## 1.0 Objectives

- To encourage a safe place of work
- To assist management in the development and implementation of safe working practices
- To reduce work related events that may produce injury, illness or loss.
- Promote safety within the workplace
- To provide a consultative body to the management of occupational health and safety matters.
- Provide a structural framework for active participation and cooperation of management, supervisors and employees in regard to occupational health and safety issues

## 2.0 Code Of Conduct

- Agreed duration of meeting will be observed
- Turn up on time, every time, where possible
- Send apology and a proxy if you cannot attend
- Carry out all assigned tasks
- Read all documentation prior to meeting
- Respect the leadership of the chairman
- Respect the views of others
- Listen actively to the views of others
- Focus on the issue under discussion
- Be aware of and comply with OH&S policy
- Report back to constituents promptly
- Represent the views of everyone
- No mobile phones/pagers allowed
- Apply the principles of quality
- A “cease all discussion” can be called by any member for the purposes of returning the meeting to the agenda



## 3.0 Roles And Responsibilities

### 3.1 Management (Executive/Divisional Management/Assistant Managers)

- Provide leadership and promote Occupational Health and Safety within and outside the workplace.
- Establish Occupational Health and Safety performance targets for Council and its Divisions.
- Select and ensure accountability for OH&S with supervisors and staff for undertaking specific OH&S activities.

- Support and assist employee involvement in OH&S program (Safety committees).
- Develop and implement, in conjunction with safety committees, occupational health and safety policies, procedures, systems and standards into Divisional Business Plans
- Ensure employee involvement in Occupational Health and Safety by supporting training initiatives, safety committee and workplace improvements (as identified in site assessments and audits).

### 3.2 Peak Safety Committee

The Peak Safety Committee is comprised of the chairpersons from each Site Safety Committee, four Management representatives and a representative from the Human Resources Division. The position of chairperson of the Peak Safety Committee will be elected by and from the chairpersons of the Site Safety Committees.

The roles and responsibilities of the Peak Safety Committee are to:

- Assist in the strategic direction and implementation of Occupational Health and Safety initiatives
- Review Occupational Health and Safety policies, procedures and systems
- Assist in the integration of Occupational Health and Safety into work practices
- Monitor and evaluate Councils Occupational Health and Safety performance
- Promote Occupational Health and Safety throughout Council
- Provide an advisory, policy, consultative and support role
- Assist in the development of Council OH&S Program
- Make recommendations to management on matters of occupational health, safety and loss prevention.
- Develop a written constitution to ensure that clear guidelines are set on the committees scope, function and methods of operation.
- Actively participate in the Occupational Health and Safety program and support Council's objectives in this regard.
- Review Occupational Health and Safety Statistics and analyse incident / accident injury trends.
- Periodically review existing Occupational Health and Safety Rules, Codes of Practice, Procedures and Regulations and recommend their updating where necessary.
- Assist in accessing Occupational Health and Safety implications to propose changes in work operations, processes and tasks.
- Assist in the compiling and distribution of Occupational Health and Safety communications to employees, supervisors and management.



- Assist by investigating high frequency and potential high severity incidents and making recommendations to management on how these can be eliminated or reduced.
- Evaluate Occupational Health and Safety developments within Local Government and other appropriate industry's and review possible benefits to the workplace.
- Have completed appropriate and accredited training.



### 3.3 Site Safety Committees

Site Safety Committees will have representatives of employees (elected by employees) and representatives of the employer (appointed by management) with agreed representation from management and employees or as otherwise agreed according to the NSW Occupational Health and Safety Act. Management representatives will not exceed the employees' representatives. The chairpersons for Site Safety Committees will be elected in accordance with the NSW Occupational Health and Safety Act.

Elections are to be held every two- (2) years. If a member resigns from the committee, an election or an appointment shall take place in accordance with the Act.

**The roles, responsibilities and activities of the Site Safety Committee are to:**

- Carry out workplace inspections with managers and supervisors
- Review incident/accident reports and investigate major incidents and accidents
- Investigate any matter considered by employees as a risk to health and safety
- Review the effectiveness of corrective actions implemented
- Detect unsafe acts and unsafe conditions
- Make recommendations to management to improve health and safety
- Assist in the integration of Occupational Health and Safety into work practices
- Assist in the implementation of OH&S objectives of Divisional Business Plans and Councils Occupational Health and Safety Program
- Actively participate in the Occupational Health and Safety program and support Council's objectives in this regard
- Review Occupational Health and Safety Statistics and analyse incident / accident injury trends
- Assist in accessing Occupational Health and Safety implications to propose changes in work operations, processes and tasks
- Assist in field testing of personal protective clothing; equipment and devices and make recommendations for their use or non-use based on the results of the testing

- Assist by investigating high frequency and potential high severity incidents and making recommendations to management on how these can be eliminated or reduced.

### 3.4 Supervisors (Coordinators, first line supervisors, leading hands)

- Provide leadership and promote Occupational Health and Safety within and outside the workplace.
- Set a good example.
- Being aware of their responsibilities in regard to OH&SR
- Follow and apply standards and adherence to Occupational Health and Safety procedures and systems.
- Apply Occupational Health and Safety prevention techniques and principles, including regular site inspections, to all areas of council including contractors operations.
- Ensure all accidents and near misses are reported promptly and documented to assist in identifying cause and to eliminate recurrence.
- Recommend and implement corrective actions
- Ensure that themselves and their employees are adequately trained and instructed in safety systems of work and are competent to perform the jobs assigned.
- Organise the workplace to ensure work is carried out to the required standard with minimum risk to personnel, equipment and material.
- Ensure safe work methods, practices, systems and techniques are followed in the workplace.
- Ensure machinery/equipment is adequately maintained.

### 3.5 Employees

Employee involvement and responsibilities include:

- Follow work instructions, procedures and codes of practice.
- Report hazards in the workplace.
- Participate in improving the safety of the workplace
- Working within defined WorkCover regulations
- Support the safety committee.
- Undertake training to improve competency.
- Report incidents/accidents and injuries immediately using Council's Incident/Accident Reporting System.
- Wear protective equipment.
- Cooperate fully in accident investigation.





#### 4.0 Meetings

Meetings will commence at an advised time as agreed by the committee. An agenda will be circulated prior to the meetings to all members of the committee.

Frequency of the Site Safety Committee and Peak Safety Committee meetings will generally be monthly, but is left to the discretion of the respective Safety Committees. However, Site Safety Committee meetings must be held at least once every two- (2) months and Peak Safety Committee meetings must be held at least once every three- (3) months

A quorum of three members, two (2) staff and one (1) management, for the Site Safety Committees and five members, three (3) staff and two (2) management, for the Peak Safety Committee will be necessary to conduct meetings.

Formal minutes will be taken at every meeting. After being read and adopted at the following committee meeting, they will be signed by the chairperson. At least seven (7) days prior to the next meeting, a copy will be issued to each member and a summary placed on the respective work area notice boards.

A copy of all minutes, agendas, letters and other material presented at committee meetings will be retained in an official file held by the committee secretary. The Human Resources Division will arrange distribution of minutes to other committees.

The committee has the power to request or invite other people with particular experience or knowledge to any of its meetings.

Members of committees will not disclose any information relating to any work process(es), which have been obtained by the exercise of the person's function as a member of the committee.

#### 5.0 Function Of Committee Members

The functions of the various members of the committee are:

##### 5.1 Chairperson

- To control the meeting.
- To be assertive, sincere and to keep an open mind.
- To encourage participation, but also protect the meeting from domination.
- To assist in publishing the work of the Committee to all employees.
- To be familiar with the format of the meeting and committee's constitution.
- To compile the agenda and ensure the minutes are properly produced in association with the Secretary.
- To start the meeting on time and follow the agenda.



- To certify the minutes of the previous meeting.
- To ensure discussion is proceeding towards a decision.
- To review the progress made at the conclusion of the meeting.
- To set the time, date and place for the next meeting.
- To close the meeting on time.
- Maintain records and files of correspondence.
- If no secretary allocated then the duties listed below will be performed by the Chairperson.

## 5.2 Secretary (if nominated or required by Committee)

- Allocation of Secretary responsibilities will be by rotation unless otherwise agreed by the Committee.
- To be organised and prepared for the meeting.
- To compile the agenda and ensure the minutes are properly produced and circulated (in association with the chairperson).
- Arrange the meeting room and ensure committee members have copies of the Committee Constitution and Company Occupational Health and Safety Standards.
- Distribute the copies of minutes to the Human Resources Division for information.

## 5.3 Members



- To attend the meeting on time.
- If unable to attend, forward apologies to the Secretary and/or chairperson.
- To prepare for the meeting by reading the previous meeting's minutes and to study the agenda before attending the meeting.
- To present the views and opinions of the employees he or she represents and not just personal views.
- To report back to employees on items discussed at the committee meetings.
- To be constructive in their comments and during the meeting allow the chairperson to run the meeting in a formal manner.
- To speak on the basis of facts presented and not on the basis of pre-conceived ideas.
- To update her / his knowledge on Occupational Health and Safety matters and be willing to undertake formal Occupational Health and Safety training.

## 6.0 Training of Safety Committee Members

Training is considered important for the effective workings of the committee. All Peak and Site Safety Committee members will attend accredited safety committee courses as required by the NSW Occupational Health & Safety Act.

**7.0 Appendices**

**7.1 Occupational Health & Safety Committees Agenda  
Agenda**

Agenda for the Meeting to be held at ...

On the...

In the...

Committee Members

-  
-  
-  
-  
-



- 
- 1 Apologies**
  - 2 Confirmation of minutes of Previous Meeting held...**
  - 3 Matters Arising out of Minutes of Previous Meeting**
  - 4 Current Business**  
Minute 001 Action By  
Minute 002 Action By
  - 5 Correspondence (In and Out)**
  - 6 General Business**
  - 7 Date of Next Meeting**

7.2 Occupational Health & Safety Committee Minutes

**Minutes**

For the Occupational Health & Safety Committee Meeting  
Held on...

**Present**

- 
- 
- 
- 
- 

**Apologies**

Minutes of last meeting held ... were read and accepted as a true and accurate record of that meeting.

**1 Matters arising from the Minutes of the Previous Meeting**

Minute 002

**2 Correspondence**

**3 General Business**



Minute 003

**4 Date of Next Meeting**

There being no further business, the Chairperson closed the meeting at ... am/pm.

Chairperson... \_\_\_\_\_

Date... \_\_\_\_\_

## 4 SUPERVISOR INCIDENT/ACCIDENT REPORTING & INVESTIGATION PROCESS

### Purpose

- 4.1 The purpose of this procedure is to provide instruction in the method of, recording, reporting, investigation and implementation of corrective action of workplace reported incidents/ accidents in order to implement appropriate preventative measures.
- 4.2 Every incident/accident investigation should result in:
- The identification of the true cause
  - Development and application of corrective measures necessary to prevent a recurrence:
  - Evaluation of existing procedures, systems, planning or other activities that may have caused the partial or complete failure that contributed to the incident / accident.

### Scope

- 4.3 This procedure shall apply to any incident which an employee or contract personnel or visitor is involved, that results in personal injury, damage to property or dangerous occurrence.
- 4.4 All Managers/Supervisors and Leading Hands responsible for the daily operational activities of their Work Area shall follow this procedure.

### References

- 4.5 Australian Standard AS 1885 1 Workplace Injury and Disease Recording Standard and Resource Kit.
- 4.6 Reporting Requirements under NSW OH&S Act.
- 4.7 WorkCover Authority; Quality OHS&R Systems Model and System Audit Guidelines.

### Definitions

#### Lost Time Injuries/Diseases

- 4.8 Those occurrences resulting in a fatality, permanent disability or time lost from work of one whole shift or day, after the day of the Accident.



## **No Lost Time Injuries/Diseases**

- 4.9 Those occurrences which were not a Lost Time Injury or Disease (as defined above) and for which first aid and/or medical treatment was administered.

## **Near Miss (incident)**

- 4.10 Any unplanned incidents that occur at the workplace which had the potential to injure, hurt, maim or kill.

## **Minor Incident/Accident**

- 4.11 Those occurrences that require, or may have required, only first aid treatment at the workplace with no further medical treatment necessary and no lost time incurred as a result.

## **Major Incident/Accident**

- 4.12 Those occurrences that require, or may have required, outside medical services, regardless of lost time or no lost time to a person (eg. Worker's Compensation Claim).

## **Dangerous Occurrence**

- 4.13 As per WorkCover Guidelines.

## **Requirements**



## **Reporting of Incidents/Accidents**

- 4.14 All Incidents/Accidents shall be reported to the immediate Supervisor/Leading Hand as soon as practicable after the occurrence.
- 4.15 If loss of life or serious personal injury occurs, the Work site shall be left "as is" until advice is received from WorkCover. This does not apply where interference is necessary to aid or revive any person involved in any such Accident or to prevent further injury to person or property
- 4.16 The Supervisor shall be responsible for taking prompt and appropriate action and shall:
- Arrange for the provision of first aid and/or other medical treatment
  - Ensure any immediate hazards are rectified
  - Where this Incident/Accident is of a major nature, notify the Safety Committee or Representative as soon as possible
  - Initiate an investigation into the full circumstances of the occurrence

- Record the information on the “Supervisor’s Incident/Accident Report and Investigation Form” with the injured person or independently where the injured person is unable to do so.

4.17 All injury or disease occurrences shall be recorded against the Division where it occurs.

#### Documentation

4.18 All Incidents/Accidents/Injuries shall be recorded and reported on the “Supervisor’s Incident/Accident Report and Investigation Form”.

4.19 If first aid provided on site, all reported injuries shall be recorded in “Register of Injuries Form” located near First Aid facilities.

4.20 The First Aid Attendant for all injuries or diseases requiring treatment or referral for medical treatment shall complete the “Register of Injuries Form”.

4.21 A “Supervisor’s Incident/Accident Report and Investigation Form” completed by the Supervisor shall be mandatory for all reported incident/accidents or dangerous occurrences as defined by this procedure.

4.22 WorkCover “Dangerous Occurrence Report” must be completed and forwarded to WorkCover, refer 5.6 Notification to External Authorities of Supervisor Incident/Accident Reporting and Investigation Procedure.

#### Use Of Supervisor’s Incident/Accident Report Form

4.23 Details of all incidents and accidents shall be recorded using Council’s “Supervisor’s Incident/Accident Report and Investigation Form”. This form shall be completed by the Supervisor/Leading Hand with additional analysis and comment from Assistant Manager/Divisional Manager.

4.24 The Supervisor shall complete all questions on the “Supervisor’s Incident/Accident Report and Investigation Form”.

4.25 The Assistant/Divisional Manager shall review all the details contained in the “Supervisor’s Incident/Accident Report and Investigation Form” and make specific comment in regard to:

- Identification of specific causes
- Corrective action proposed or taken
- Future follow up action to be taken



4.26 The original of the Supervisor Incident/Accident Report Form shall be distributed in the following manner:

- Assistant Manager
- Divisional Manager
- Simultaneously, copies are to be forwarded to the Site Safety Committee
- Occupational Health Safety and Rehabilitation Officer

4.27 Human Resources shall review the "Supervisor's Incident/Accident Report and Investigation Form" to ensure that it is completed properly prior to entering analysis data in computer system. Where inconsistency is identified, the Supervisor is to be contacted and details verified.

#### **Corrective Action**

4.28 The Assistant Manager, Divisional Manager and Human Resources shall review corrective action taken or proposed to prevent recurrence.

4.29 Where proposed corrective action is identified, the Assistant Manager shall closely monitor with the Supervisor until corrective action is fully implemented in the Workplace and will involve the appropriate Site Safety Committee.

4.30 Human Resources shall, where deemed necessary, follow up the Assistant Manager in regard to the implementation of corrective action.

4.31 Frequency (No.), Severity (Hours lost) and Costs (Claims) of Incidents/Accidents identified within Section 5.3 of Supervisor Incident/Accident Reporting and Investigation Procedure. This procedure will form part of the Monthly Management Report prepared by Human Resources on the performance of the Division's OHS&R Program.

#### **Management Review**

4.32 Each Assistant Manager shall be informed of all Incidents/Accidents by the Supervisor Incident/Accident Report Form together with a copy of Register of Injuries Form where first aid or medical treatment is involved.

4.33 Both reports shall be completed and made available to the Assistant Manager within twenty-four hours of occurrence or being notified.

4.34 Interim corrective action taken by the Supervisor will be supported by the Assistant Manager with final corrective action being mutually agreed with the Site Safety Committee.





4.35 The Assistant Manager shall forward all Reports to Human Resources who will:

- ensure details are coded into the computer system consistently and accurately
- arrange for the compilation and analysis of reports and the production of statistical data
- ensure statistical data and reports are distributed to Assistant/Divisional Manager.
- check specific causes identified and corrective action taken or proposed for detail and accuracy
- produce Branch/Divisional Performance Reports.

4.36 Human Resources will monitor and review trends for statistical reports and advise Assistant Managers/Divisional Managers on possible corrective measures to reduce the frequency of Incidents and Accidents in the workplace.

4.37 All Supervisor Incident/Accident Report Forms shall be tabled at Staff Meetings and Site OH&S Committee Meetings for further review, monitoring and comments.

#### Notification To External Authorities



4.38 Notification of Incidents/Accidents or dangerous occurrences as required under the NSW OH&S Act, shall be undertaken by the Assistant Manager or delegated representative by means of telephone (serious) and/or by completing the prescribed Notification Form for dangerous occurrence.

4.39 The original copy of the Prescribed Notification Form for dangerous occurrence shall be filed with a copy of the Supervisor Incident/Accident Report Form by the Assistant Manager or delegated authority..

4.40 Work related injuries resulting in outside medical expenses or loss of time from work, shall require the submission of a Worker's Compensation Claim by the injured worker. Such claims shall be lodged using the appropriate Worker's Compensation Claim Form, submitted as soon as possible after the injury, together with a WorkCover medical certificate supporting their claim.

4.41 The Supervisor shall be responsible for issuing and instructing the injured worker in completion and lodgement of the Workers' Compensation Claim.

#### Registration, Recording And Analysis Of Incident Data

4.42 All incident/accident data shall be recorded and preserved in such a manner that it can be of the greatest possible value in the Accident Prevention Program.

4.43 Incident Data shall be transferred to permanent Accident records for efficient accident control administration. A central register exists, using a Figtree Computer

System to store and retrieve information, which will be used to analyse common causes and promote safety improvement in the workplace.

**Endorsements**

This procedure has been reviewed and endorsed by:

Name	Position	Date

**Issue**

4.44 Controlled copies of this procedure shall be issued to the following positions within each area of Council:

- Assistant General Manager
- Divisional Manager
- Coordinators, Supervisors, Leading Hands.



4.45 The controlled issues list of this procedure be maintained by the Manager Human Resources in accordance with Wollongong City Council procedures for the preparation, amendment and issue of standard operational procedures.

4.46 The incumbent occupying the above stated position shall sign off each controlled copy of this procedure.

4.47 The record of revisions and amendments to this procedure are as follows:

Revision No	Section/ Page	Revision Description	Author	Authorised	Date

**5 HAZARDOUS MATERIALS POLICY**

**Policy**

5.1 Wollongong City Council recognises that it has a responsibility to protect its employees, the environment and the community from any chemical hazards which

are within its control. Council also recognises its responsibility to establish procedures to ensure maintenance of health, safety and environmental standards during storage, transport, use and disposal of hazardous materials.

### **Information**

- 5.2 Council acknowledges its obligation to employees who handle or may be affected by hazardous materials, to fully inform them of the nature of those hazards, and recognises that the provision of this information will assist individuals to minimise their exposure to chemical hazards.
- 5.3 Council believes that the responsibility for providing information on potential hazards of materials, and procedures to be followed for safe transport, handling and storage rests firstly with the suppliers of those materials. At the same time Council has the responsibility to ensure the availability of this information and all employees have a responsibility to follow the health and safety procedures devised in the light of this information.
- 5.4 Council and its employees recognise and adhere to as a minimum the regulations and codes of practice set out in the Occupational Health & Safety (Hazardous Substances) Regulation 1996.

### **Procedure**

- 5.5 The least hazardous material will be used taking into account the range of materials and method of operations available. The selection of the material, the degree of risk and the operational effect of substitution of less hazardous materials will be taken into account.

### **Purchasing Hazardous Materials**

- 5.6 All new hazardous products will be investigated for known potential hazards prior to purchase. Information will be in the form of approved "Material Safety Data Sheets". Hazardous products may not be purchased without the material safety data sheet.

### **Training**

- 5.7 Information on hazardous materials and safe handling procedures will be disseminated to employees via group and individual training, material safety data sheets, manuals and other aids. The aim is that safe handling procedures are known and understood by all concerned.
- 5.8 Employees will be fully informed of the hazards, procedures for safe handling, first aid and emergency procedures.



## Safety Equipment

- 5.9 Where the use of a hazardous material is essential, employee exposure and release to the environment of those materials or associated effluents, will be kept as low as practicable by engineering means. Relevant Statutory limits will be regarded as a minimum standard of achievement in this respect.
- 5.10 All personal protective equipment will be checked regularly to maintain the highest standards of protection by the user.

## Handling Procedures

- 5.11 Safe handling procedures consistent with the best available knowledge will be developed and implemented to cover transportation, storage, use and disposal of hazardous materials. These procedures will be based on supplier information, technical and research literature, user experience and local conditions.

## Storage

- 5.12 All storage areas will satisfy all statutory requirements as a minimum standard.

## Health and Environmental Assessment

- 5.13 Regular revision of occupational hygiene and environmental effect of hazardous materials will be undertaken. All hazardous materials will be used in accordance with statutory and label requirements. Medical surveillance of all employees using hazardous material on behalf of Council will be undertaken on a regular basis.

## 6 PROTECTIVE CLOTHING



### Policy

- 6.1 Council issues the necessary protective clothing and footwear to employees as appropriate to the nature of the work involved or the conditions under which they are employed. Under the Occupational Health & Safety Act Council is required to provide protective clothing and employees are obliged to wear it.

### 6.2 Protective Clothing Entitlement

Item	Quantity
Shirts	5
Shorts, Trousers, Overalls, Bib & Brace (or a combination)	5
Sloppy Joe	3
Spray Jacket/Pilot Jacket	1
Socks	5 pairs every year

Safety Footwear  
Broad Brimmed Hat  
Personal Protective Bag

1 pair  
1 every 4 years  
1

#### Procedure

### 6.3 Replacement of Protective Clothing

6.4 Replacement of protective work clothing shall be by fair wear and tear exchange. This will enable employees to have clothing in good repair at all times.

## 7 **SMOKE FREE WORKPLACE**

#### Policy

7.1 The objective of this policy is to provide a safe and healthy working environment in line with Council's obligations under the Occupational Health and Safety Act (NSW) 1983. Accordingly:

7.2 All Council premises be classified as non-smoking areas.

7.3 All Council vehicles be identified as smoke-free zones.

## 8 **MEDICAL EXAMINATION**

#### Policy

8.1 This policy is designed to ensure that Council meets its obligations under the Occupational Health and Safety Act, 1983 (NSW), to ensure the Health, Safety and Welfare of its employees whilst at work.

8.2 Any employee whom the Divisional Manager directs will attend a medical examination for the purpose of ascertaining their fitness to perform their normal duties. Such examination will be conducted by a qualified medical practitioner nominated by Council and will be at Council's expense. Where the manager has reason to believe that an employee is in a state of health which poses a danger to fellow employees or the public that employee may also be required to undergo examination. This examination, by a qualified medical practitioner at Council's expense; or obtain and furnish Council with a report on their condition from a qualified medical practitioner.



- 8.3 On receipt of the medical report and discussion between the Divisional Manager and the employee the Divisional Manager may:
- i Direct the employee to take sick leave from duty,
  - ii Direct the employee, if already on leave; to continue on sick leave for a specified period; or,
  - iii Direct the employee to undertake "alternative restricted duties" for a specified period.

## **9 OCCUPATIONAL REHABILITATION PROGRAM**

### **Introduction**

- 9.1 This policy has been negotiated in conjunction with the appropriate Trade Union bodies and Council in an attempt to develop an efficient Workplace Rehabilitation Program.
- 9.2 Occupational Rehabilitation is by no means a new concept, but as a result of the New South Wales Compensation Act 1987, as amended, it is now central to our workers' compensation system.

### **Definition**

- 9.3 Rehabilitation may be defined as the restoration of injured employees from occupational ill-health to the fullest physical, mental, social, vocational and economic usefulness of which they are capable.
- 9.4 It is a process which begins at the moment of injury or ill-health and continues until the employee is as fully restored as possible.

### **9.5 Council Commitment One**

#### **Prevention Of Occupational Injuries And Illness**

#### **Basic Agreement**

Council is committed to preventing injury and illness through providing a safe and healthy working environment in accordance with the New South Wales Occupational Health and Safety Act 1983, as amended, Council's Code of Safety Practice and other relevant statutory requirements.



## Procedures

- i Council will continue to facilitate the function of the Occupational Health and Safety Committees both Worksite based and Peak.
- ii The Council is to ensure that preventative training is organised for employees in areas where there has been a high rate of accidents and/or Workers' Compensation claims.
- iii The designated Rehabilitation Coordinator must have the support of management and unions.
- iv The role and responsibilities of the Rehabilitation Coordinator will be developed in accordance with the "Identification of Rehabilitation Coordinator" guidelines contained within this policy.

## 9.6 Council Commitment Two

### Early Commencement Of Occupational Rehabilitation

#### Basic Agreement

The Council is committed to ensuring that the Occupational Rehabilitation process is commenced as soon as possible after an injury or illness in a manner consistent with medical judgement.

#### Procedures

- i Recognition is given to the fact that the employee involves themselves in a rehabilitation program voluntarily. However, rehabilitation is to be considered the normal course of action following occupational injury or illness. The undertaking of a rehabilitation program should not jeopardise the employment of the injured employee in any way. All rights under the Enterprise Agreement will be maintained.
- ii The employee is to be re-assured that it is Council's expectation that either their previous position will be held open or selected alternate duties will be found if need be in line with medical advice.
- iii The appropriate Union representative should be notified of any employee participating in a rehabilitation program by the Council at the commencement of any such program. Any problems relating to the employee's compensation or industrial entitlements should be referred to the Union.



- iv Council recognises that if a return to work is not possible referral to appropriate vocational services and/or rehabilitation provider may be necessary to assist in finding the employee alternative employment or a meaningful fulfilling and vocational role in the community.
- v The rehabilitation program will embrace a multi disciplinary approach allowing for advice from a variety of professionals as appropriate. These may include the areas of:
- \* occupational health
  - \* rehabilitation medicine
  - \* physiotherapy and other medical therapies
  - \* occupational therapy
  - \* ergonomics
  - \* work place design
  - \* rehabilitation counselling
  - \* risk management
  - \* psychological support
- vi The coordination of the employee's rehabilitation program will be the responsibility of Rehabilitation Coordinator.
- vii Referral to the treating doctor should occur as soon as possible after injury or illness to allow for early assessment of the situation. It must be remembered that the employee has the right to select their own doctor.
- viii Referral to rehabilitation providers when appropriate can be initiated by the Rehabilitation Coordinator or the injured employee. Listings of agreed accredited providers will be available at the workplace. The employee has the right to choose a provider at any time and if the need arises to change providers during rehabilitation. Any dispute arising in relation to referral will be resolved through consultation with the relevant union.
- ix The role of the provider is based on the following:
- a To act as a consultative body who can offer the following advice in liaison with i) other medical and treating professionals; ii) Rehabilitation Coordinator and employer; and iii) employee and their union body.



The provider's role should cover:

- \* risk management and preventative advice
- \* education, re: the practical management of specific injuries
- \* workplace analysis and job design
- \* return to work procedures in line with medical advice and any agreed rehabilitation program



This may include involvement in and/or judgment relating to:

- \* performing the same job under restricted duties
  - \* selected alternate duties in liaison with the Rehabilitation Coordinator and union representatives
  - \* vocational counselling and retraining should a return to normal duties be inappropriate or not possible
  - \* vocational counselling regarding leisure or home
  - \* activities with the aim of improving the employee's quality of life
  - \* psycho-social counselling to assist with problems resulting from the injury or illness
  - \* occupational and rehabilitation medical and treatment advice
  - \* advice regarding management of public transport and driving arrangements
  - \* education regarding the nature of injury, the treatment, alternatives available and precautions to be addressed.
- a It is understood that providers offer a different service dependent on the type of professionals employed by that provider. Any such service used should be a recognised provider and chosen depending on the specific needs of the employee involved.
- b The provider will be committed to early intervention and will be available to the Peak and Worksite Occupational Health and Safety Committees and cooperate fully in the development of preventative controls and strategies in the workplace. The communication channel between committee and provider will be formalised.
- c Where it is intended that any rehabilitation interview will take place in the employee's home the prior consent of the employee will be obtained.
- d Any information obtained by the provider regarding any employee will be treated as strictly confidential and will not be disclosed to Council or any other interested body without the written consent of the employee. Any such communication should follow an established format and be ongoing in relation to the duration of the individual rehabilitation program. Any breach of this confidentiality clause will immediately void support for that provider.
- e In the event of temporary selected alternate duties being required, notification of such will be made to the relevant supervisor/s, union representative and employee and will list the following:
- \* proposed alternate duty
  - \* commencement date
  - \* nature of injury
  - \* outline of physical restrictions to be observed



- f Where permanent alternate duties are the result of occupational injury and illness, consultation with and notification of all parties involved will take place. This will be done in an attempt to ensure that the duties pose no further risk, are fully understood and that they are consistent with medical advice as to their appropriateness in regards to the employee's medical condition.

## 9.7 Council Commitment Three

### Early Return To Duties

#### Basic Agreement

Council is committed to ensuring that the normal expectation of any rehabilitation program is the early and safe return to work by the injured employee.

#### Procedures

- i A flow chart will be developed and displayed in the workplace outlining the steps involved in the rehabilitation process. This will be done to ensure that the process will commence within five working days of the employee's absence as a result of a work related injury/illness to assist an early and safe return to duties.
- ii The employee must be offered suitable duties where these are available and appropriate or have the opportunity to undergo a staged return to normal duties in line with medical and rehabilitation provider recommendations. This should occur as early as possible.
- iii Individual case management files are to be developed in accordance with the Occupational, Health, Safety and Rehabilitation Council's policies and procedures for confidentiality. The transfer of information, to these files, about the employee will always be with the employee's written consent.

## 9.8 Council Commitment Four

### Suitable Duties

#### Basic Agreement

Council is committed to making all efforts to provide suitable duties where possible as an integral part of its overall rehabilitation process.



## Procedures

- i As far as possible the initial emphasis will be on modifying the employee's previous job to minimise problems for all concerned. If this is not possible suitable alternative duties will be investigated.
- ii If the employee is unable to return to their previous duties, either temporarily or permanently, prior consultation concerning suitable duties should include, where applicable:
  - \* the Rehabilitation Coordinator
  - \* the employee
  - \* the employee's supervisor(s) both previous and proposed
  - \* the treating doctor(s)
  - \* the rehabilitation provider(s)
  - \* any involved Trade Union body, current and/or potential.
- iii This consultation with applicable parties need not take place with all parties present at the same time. However, it must be ensured that any of these parties who are involved are consulted prior to any change in duties.
- iv When arranging alternative duties the following issues should be considered:
  - \* the duties must be carefully selected to suit the employee's capabilities
  - \* the duties should be regarded initially as temporary
  - \* the duties should be medically approved by the treating medical personnel
  - \* the duties should be useful for the employee's rehabilitation and for Council
  - \* a realistic but flexible time limit is necessary
  - \* any appropriate training must be given to the employee if the alternative duties are unfamiliar
- v In locating suitable duties, it should be ensured that the employee will not suffer any aggravation of their injury or illness.
- vi In the event of temporary selected alternative duties being required and available, notification of such, subsequent to consultation as outlined above, will be made to the relevant supervisor(s), union representative and employee and will list the following:
  - \* proposed alternative duty
  - \* commencement date
  - \* nature of injury
  - \* outline of physical restrictions to be observed
  - \* details of any other workplace change, such as working hours



## 9.9 Council Commitment Five

### Industrial Union Involvement

#### Basic Agreement

Council is committed to the negotiation of changes to this program with the relevant Industrial Unions and to promote consultation with their representatives to assist with the smooth and responsible operation of the rehabilitation process.

#### Procedures

- i Council, its employees and the Industrial Unions representing them are committed to reaching agreement in the development, implementation and progress of this Rehabilitation Program. To ensure ongoing support the effectiveness of the program will be jointly reviewed six months from inception.

## 9.10 Council Commitment Six

### Medical Assessment And Advice

#### Basic Agreement

Council is committed to workplace-based rehabilitation which will be considered the normal course of action following workplace injury or illness. This rehabilitation at all times must coincide directly with medical judgements received regarding the employee involved.

#### Procedures

- i Referral to the treating doctor should occur as soon as possible after injury or illness to allow for early assessment of the situation. It must be remembered that the employee has the right to select their own doctor.
- ii The Rehabilitation Program will embrace a multi disciplinary approach allowing for advice from a variety of professionals as appropriate. These may include the areas of:
  - \* occupational health
  - \* rehabilitation medicine
  - \* physiotherapy and other medical therapies
  - \* occupational therapy
  - \* ergonomics
  - \* workplace design



- \* rehabilitation counselling
- \* risk management
- \* psychological support



## 9.11 Council Commitment Seven

### Non Occurrence Of Prejudice

#### Basic Agreement

The Council is committed to ensuring that the employee experiences no prejudice as a result of participation in a Rehabilitation Program.

#### Procedures

- i Participation by an employee in a Rehabilitation Program will not, in itself, jeopardise their job security within Council.
- ii In the event of an employee undertaking rehabilitation and their claim to workers' compensation being disputed, the costs of this initial rehabilitation up to the time of disputation will be met by Council.
- iii All rights of the employee under the Wollongong City Council Enterprise Agreement and relevant legislation will be maintained throughout the rehabilitation process.
- iv Disputes concerning rehabilitation will be handled in the following manner:
  - a the Rehabilitation Coordinator will convene a workplace discussion involving the employee, their supervisor and the appropriate Union representative. The emphasis of this meeting is to reach agreement on the disputed matter;
  - b if unresolved, the dispute will be referred to the Manager Human Resources and appropriate Union officials and assistance and conciliation may be obtained from the Mediation Officers of the Division of Rehabilitation Services if necessary; and
  - c if still unresolved, the Occupational Health, Safety and Rehabilitation Council may be asked to arbitrate on the matter at hand.

It should be noted that Council is committed to making all efforts to resolve disputes and that outside assistance should only be considered as a last resort.

## 9.12 Council Commitment Eight

### The Rehabilitation Coordinator



#### Basic Agreement

Council is committed to the appointment of a Rehabilitation Coordinator who will be supported by both management and Industrial Unions concerned.

#### Objectives

The Rehabilitation Coordinator will be responsible for the organisation and implementation of Council's Rehabilitation Program, ensuring its practical and responsible functioning including its administration on a day to day basis.

#### Authority

The Rehabilitation Coordinator must have the authority to make decisions to ensure that the Rehabilitation Program proceeds smoothly, this includes the management of individual employee rehabilitation programs.

#### Schedule of Duties

- i To act as the focal point in the rehabilitation process, ensuring clear and prompt communication between and liaison with all parties involved including employees, medical personnel, rehabilitation providers, unions representatives and supervisors.
- ii The Coordinator is expected to remain abreast of the services available in the community which could offer assistance to the functioning of the Rehabilitation Program.
- iii The early assessment of the injured employee's needs is of priority. This may require the initiation of prompt and appropriate referral by the Coordinator.
- iv The Coordinator is responsible for the formation of concise individual case files containing limitations and possible alternative work activities. The Coordinators will maintain confidentiality in accordance with the adopted criteria in regards to these files.
- v Once an assessment is complete and judgement received the Coordinator must ensure the most appropriate occupational rehabilitation is organised and commenced as soon as possible.

- vi The Coordinator must guarantee that credible and regular monitoring of the injured employee's progress towards recovery takes place, including the appropriate revision and modification of the individual Rehabilitation Program.
- vii The Coordinator must ensure that there is sufficient contact with all other Council staff who are involved in Council's Rehabilitation and Occupational Health responsibilities to guarantee awareness of any new situation that may require attention.

### 9.13 Council Commitment Nine

#### Rehabilitation Program Information

##### Basic Agreement

Council is committed to the facilitation of the display and explanation of the contents of Rehabilitation Program at the workplace to employees in consultation with relevant Industrial Unions.

##### Procedures

- i A summarised document will be made available to all employees outlining the agreed Rehabilitation Program.
- ii A copy of this policy is to be made available at each workplace and must be accessible to all employees.
- iii The Rehabilitation Coordinator will liaise with Industrial Union Representatives and Supervisors to ensure that employees are adequately informed regarding the program's policies and procedures.
- iv The Coordinator may be called upon from time to time to arrange for worksite information sessions regarding the function of the program.







## 9.15 Employee Commitment One

### Prevention Of Occupational Injuries And Illness

#### Basic Agreement

The prevention of accidents and injuries at work in line with the New South Wales Occupational Health and Safety Act, 1983 and Council's Code of Safety Practice is a prime responsibility of each employee when performing their duties.

#### Procedures

- i Commitment and a responsible attitude towards the prevention of Occupational injury and illness is in the hands of each employee. Duties performed by any employee of Council should be conducted in a manner that will ensure their individual safety and that of fellow employees. This preventative theme obviously should ease the need for occupational rehabilitation.
- ii Safety and Occupational Health training is an integral part of the prevention process, the employees of Council recognise this fact and so agree to participate in such programs when organised.

## 9.16 Employee Commitment Two

### Participation In Rehabilitation Programs

#### Basic Agreement

The employees of Council are committed to cooperating in the development and implementation of Rehabilitation Programs so that the statutory obligations of Council can be met.

#### Procedures

- i Although participation in rehabilitation programs is voluntary it should be remembered that involvement in them will hopefully result in an early return to duties and thus to full wage earning potential.
- ii Work based participation is a key component of rehabilitation, without it the process cannot work. Proper rehabilitation is as much for the benefit of the employee as the employer, these benefits cannot be achieved unless efforts are directed jointly toward the common goal of an early and safe return to work.



## 9.17 Employee Commitment Three

### Notification Of Injury Or Illness

#### Basic Agreement

The employees are committed to the notification of the Rehabilitation Coordinator or the appropriate Council representative of any injury or illness as soon as possible.

#### Procedures

- i Early assessment of Occupational injury and illness is necessary to ensure that Rehabilitation Programs commence as soon as possible. Early notification by employees of such will enable this to occur.

## 9.18 Employee Commitment Four

### Cooperation In Workplace Change

#### Basic Agreement

The employees of Council are committed to cooperating in any reasonable workplace changes designed to assist the rehabilitation of fellow employees.

#### Procedures

- i Workplace changes are sometimes necessary to facilitate rehabilitation. Employees should remember that these are introduced so as to assist in the early return to work of injured or ill employees and so cooperate with such changes.
- ii The workplace has a vital role to play in the Rehabilitation process. Employees should be aware, however, that any changes will only be considered and implemented in full consultation with the appropriate Industrial Union's representatives.

## 10 WORKERS COMPENSATION - CLAIMS

### Policy

- 10.1 Council as a Self Insurer will ensure that its procedures are in accordance with the requirements of the Workers Compensation Act 1987, as amended.



## Procedure

### 10.2 Notice of Injury

- a Compensation may not be recovered under the Act unless notice of the injury has been given to the employer (supervisor) as soon as practicable after the injury happened.
- b The above does not negate the supervisor from taking the appropriate steps should they hear of the accident from another source.

### 10.3 Claim for Compensation

- a Compensation may not be recovered under the Act unless a claim has been made by the employee.
- b A claim for workers compensation should be accompanied by such medical certificates and reports as required under the Act or as amended.
- c Appropriate paperwork relating to claims will be available at all depots.

## 11 WORKERS COMPENSATION - ACCIDENT PAY



### Policy

- 11.1 To provide continuity of rates of pay during workers compensation in accordance with Council's Enterprise Agreement.

### Procedure

- 11.2 In the event of an employee being absent from duty owing to circumstances which give a right to payment of compensation under the Workers' Compensation Act 1987 as amended, the employee will be paid the difference between the amount of their compensation entitlement and the rate of pay to which the employee would have been entitled for the period of absence from duty, provided such payments will not extend beyond two years from the date of accident. Should circumstances necessitate an absence from duty in excess of two years, the rates of pay will be as determined by the Workers' Compensation Act 1987, as amended.
- 11.3 In the event of compensation claims not being recognised an employee will not be entitled to accident pay but may claim sick pay for such absence.
- 11.4 In the event of a claim being brought before the Court, Council will seek refund of all accident pay as part of any successful settlement.

11.5 Notwithstanding the above entitlements, Council's rehabilitation program will be implemented.

## 12 EMPLOYEE ASSISTANCE PROGRAM

### Policy

12.1 Council foster the operation of an Employee Assistance Program, the objective of which is to assist all employees with problems that effect work performance, personal health and safety of self or others,

eg. emotional stress,  
alcohol problems,  
marriage and family relationships,  
financial and/or legal issues,  
drug problems,  
interpersonal relationships,  
physical disabilities,  
vocational and/or other problems;



12.2 All matters regarding an employee seeking and/or receiving assistance will be accorded the highest degree of confidentiality.

12.3 Referral to the program may be either:

- i voluntary; or
- ii supervisor initiated, when a supervisor has legitimate cause to be concerned with an employee's work performance. An employee however is not compelled to visit the Employee Assistance Program coordinator in this instance.

12.4 Depending upon the circumstances of the case and where medical or other professional evidence suggests a need for treatment or counselling, an employee participating in the Employee Assistance Program will be supported through availability of sick leave entitlements, special leave and leave of absence without pay.

12.5 Properly qualified assessment and referral counsellors will be available to employees seeking help. Such Counsellors will be from within and outside of Council's employ.

12.6 Ongoing education and training will be undertaken with all staff to promote awareness of the program and its benefits.

12.7 The program will be evaluated on a regular basis to determine its effectiveness.

## VIII INDUSTRIAL RELATIONS

### 1 UNION REPRESENTATION



#### Policy

- 1.1 Wollongong City Council recognises the importance of maintaining good relations and communications with unions and professional associations representing its employees. The benefit of such is to promote a productive and stable working environment with a minimal level of industrial disputation.
- 1.2 Wollongong City Council acknowledges the contribution required of union full-time officials, branch officers, Wollongong City Council staff committees and their job delegates in order to achieve good industrial relations.
- 1.3 Wollongong City Council management shall acknowledge the key role of the employees positions who hold office within their Union or Professional Association. Management shall recognise representatives in their performance of their combined responsibilities as union officers and employees.
- 1.4 Executive members have a right to pursue issues relevant to Council/Union business without recrimination.

#### Procedure

- 1.5 Full-time officials of any union or professional association with members employed by Council will have unrestricted access to their members, the General Manager and the Manager Human Resources following notification.
- 1.6 Branch officers and Wollongong City Council staff committees shall have direct access to the General Manager and Manager Human Resources in matters of an urgent nature. Prior to such meeting, the Manager Human Resources shall be notified as to the nature of the request and a time, date and venue for the meeting shall be arranged.
- 1.7 Notwithstanding 1.5, management will convene a monthly meeting of the relevant Wollongong City Council staff committee to disseminate information and to discuss policy and direction matters arising from Council and union meetings.
- 1.8 Council management will conduct regular divisional forums for the purpose of encouraging an improved method of communication of workplace change etc.

These meetings will be attended by the employees of the respective division and the relevant Wollongong City Council staff committee representatives will be encouraged to participate.

Notwithstanding the above, meetings of employees other than those arranged by Management may occur. However, such arrangements must be discussed between Management and Unions prior to the meeting occurring in respect of agendas. Payment for such meetings must be agreed to by Management prior to the event.

- 1.9 Branch officers and Wollongong City Council staff committees shall have unrestricted access to meet with full time union officials in the performance of their duties.
- 1.10 In matters that may be before the Industrial Relations Commission, the Unions and Associations may be represented by up to four (4) representatives.
- 1.11 In all of the above, the nature of the activity undertaken shall be entered on the employee's timesheet and, wherever possible, the appropriate manager given prior notice. (Wages Branch)
- 1.12 The role of job delegates in representing sections of the work force shall be recognised upon notification to the Council.
- 1.13 Delegates shall be granted reasonable time to discuss with members and supervisors of their division, matters of immediate industrial concern in accordance the Grievance Procedure in the Enterprise Agreement.
- 1.14 Delegates shall be granted one half day per annum to permit canvassing of membership of their union.
- 1.15 Delegates shall not leave their place of work to conduct union business without first attempting to notify their immediate supervisor.
- 1.16 All union representatives in compliance with the procedure shall not suffer a reduction in pay or entitlements.

## **2 UNION MEMBERSHIP**

### **Policy**

- 2.1 All employees have the opportunity to become a member of the appropriate union covering their occupation. Union membership is not required for employment.

### **Procedure**

- 2.2 In the event of a person remaining in Council's employ following the completion of an apprenticeship, steps will be taken to ensure they are made aware of the



appropriate union(s) covering their occupation which is party to Council's Enterprise Agreement.

### Payment of Union Subscriptions

- 2.3 Employees may have union subscriptions deducted from their pay on a fortnightly basis. Council requires written authority before such deduction may commence.
- 2.4 An employee who wishes to become a member of a union which covers their occupation and is party to Council's Enterprise Agreement can arrange for deduction of union subscriptions from their wage/salary by providing the Payroll section with written authorisation.

## 3 ABSENCE TO ATTEND ANNUAL UNION CONFERENCE



### Policy

- 3.1 It is Council's policy to grant accredited union delegates leave with pay to attend the Annual Union/Association Conference as follows:
  - Two representatives from the MEU
  - One representative from all other unions and associations represented within the organisation

### Procedure

- 3.2 The following procedure will apply in respect to the above policy:
- 3.3 An accredited union delegate who wishes to obtain leave with pay to attend their annual Union/Association Conference should submit an "Application for Leave" to their supervisor.
- 3.4 Once sighted and authorised by the supervisor and Divisional Manager, the "Leave Application Form" will be forwarded to the General Manager for approval.
- 3.5 If the application is denied, the General Manager or nominated representative, will contact the delegate and advise of reasons for such denial.
- 3.6 If the application is approved by the General Manager, it will be forwarded to the Human Resources Division for processing.

## IX CODE OF CONDUCT FOR STAFF

### 1 PRIVATE WORK BY EMPLOYEES



#### Policy

1.1 Employees of Council wishing to undertake private work will comply with section 353 of the Local Government Act 1993 which states:

#### 1.2 Member of Staff (subsection 2)

“A member of staff must not engage, for remuneration, in private employment or contract work outside the service of the Council that relates to the business of Council or that might conflict with the member’s Council duties unless he or she has notified the General Manager in writing of the employment or work.”

#### 1.3 Conflict of Duties (subsection 3)

“The General Manager may prohibit a member of staff from engaging, for remuneration, in private employment or contract work outside the service of the Council that relates to the business of the Council or that might conflict with the member’s Council duties.”

#### 1.4 Prohibition of Staff to Engage in Private Work (subsection 4)

“A member of staff must not engage, for remuneration, in private employment or contract work outside the service of the Council if prohibited from doing so under subsection (3).” (Conflict of Duties).

1.5 In order to ensure that employees comply with the Act the following council procedure shall be observed.

#### Procedure

1.6 In the event that an employee wishes to engage in private work they must gain the written approval of the General Manager.

1.7 An application form can be obtained from the Human Resources Division. The form should be completed in conjunction with the supervisor and Divisional Manager prior to being given to the General Manager.

1.8 The employee will receive written notification of the outcome of the application from the General Manager.



## 2 **CODE OF ETHICS - COUNCIL CONTRACTORS**

### **Policy**

2.1 A Code of Ethics will be enforced for contractors undertaking work for Wollongong City Council. This Code will set out conditions in accordance with legislative and Council requirements with respect to:

- Rates of pay
- Conditions of employment
- Occupational Health and Safety
- Employment
- Tools, equipment and amenities
- Specifications
- Quality principles
- Satisfactory industrial relations performance



which the contractor must agree to comply with prior to commencement of work with Council.

### **Procedure**

2.2 The following is a Code of Ethics which the contractor undertaking work for Wollongong City Council is required to undertake prior to commencement of work. A breach of the Code of Ethics will be viewed as a serious breach of contract and may result in the Contract being cancelled.

### **Union Membership**

- 2.3 The Contractor will acknowledge the right of union officials to carry out legitimate union business.
- 2.4 The Contractor is aware that it is unlawful to discriminate against an employee by reason of the fact that the employee is a member of the union.
- 2.5 The Contractor will further abide by the procedures for employment in accordance with the Contractor, workforce and Industrial Relations clause (Special Conditions).

### **Rates and Conditions**

2.6 The Contractor will ensure that their employees are paid not less than the appropriate Award/Agreement rate applicable to the respective classifications and/or other agreements reached between the unions and Contractors for that Contract.



## Safety

- 2.7 The Contractor will comply with all relevant safety legislation, procedures and standards and, in particular, the Occupational, Health and Safety Act 1983, as amended.
- 2.8 The Contractor agrees to comply with any direction given by Wollongong City Council in respect to safety. (Safety Regulations for Contractors, Appendix B).

## Employment

- 2.9 The Contractor undertakes that it is not engaged in the practice of employment of labour known as "body hire". To this end, the Contractor will ensure that:
- i The nominated person will be paid as an employee and the appropriate deduction will be made from wages and salaries according to the Australian Federal Income Tax Assessment Act 1936, as amended, and the New South Wales Payroll Tax Act 1971, as amended.
  - ii The nominated person is free to be employed and is not engaged in another contract of employment.
  - iii The nominated person is not concurrently receiving any benefits such as employment benefits which should have ceased or being reduced upon engagement with the Contractor.
- 2.10 The Contractor undertakes:
- i To engage weekly hired employees wherever practicable in preference to casuals.
  - ii Not to substitute casual employees for weekly hired employees during a contract where the nature, size and duration of the particular contract has not been substantially altered.
  - iii That Contractors who have a custom or practice of predominantly or exclusively hiring casuals, undertake to advise the appropriate unions of that practice prior to commencement of work for Wollongong City Council.

## Tools, Equipment and Amenities

- 2.11 Contractors will provide their own transport, tools, equipment, safety equipment and amenities needed to properly and safely conclude their contract.

## Application of Code

- 2.12 The above Code will apply to contract work undertaken for Wollongong City Council.
- 2.13 The Unions party to Wollongong City Council's Enterprise Agreement, on request, will be provided with information relating to the Contractor's compliance with the Code of Ethics.
- 2.14 The Code is endorsed on the understanding that the Code is not to prejudice their contracting arrangements on other sites and will not be used against them in proceedings relating to work outside the contracts with Wollongong City Council.

## Special Conditions of Contract

### 2.15 Payment of Stamp Duty

- 2.16 The amount of any stamp duty required at the execution of the ~~Formal Instrument~~ will be payable by the Contractor.



### 2.17 Latent Conditions

- 2.18 If, during the execution of the work under the Contract, the Contractor encounters on the site or its surroundings, physical conditions (other than climatic conditions or conditions arising therefrom) including artificial obstructions, which he considers:

- a Differ materially from those which would have been ascertainable by the Contractor if he had done that which by Clause 12 of the General Conditions of Contract he is deemed to have.
- b Could not reasonably have been anticipated at the date of the Contractor's tender by a Contractor experienced and competent in carrying out work of the type with which the Contract is concerned.

- 2.19 The Contractor will, as soon as practicable thereafter and where possible before the physical conditions are disturbed, give written notice hereof to the contract manager.

- 2.20 If required by the contract manager, the Contractor will provide to the contract manager a statement in writing specifying:

- a The physical conditions encountered.
- b The additional work and additional resources which the Contractor considers necessary to deal with the physical conditions.

- c. The time the Contractor anticipates will be required to deal with the physical conditions and the expected delay in the completion of the works.
  - d. The Contractor's estimate of the cost of the measures necessary to deal with the physical conditions.
  - e. Such other details as may be required by the contract manager.
- 2.21 After receipt from the Contractor of a notice under the first paragraph of this Special Condition and of a statement under the second paragraph of this Special Condition (if required by the contract manager), the contract manager will, if satisfied that the physical conditions to which the first paragraph of this Special Condition applies, determine whether any variation to the work under the Contract is necessary. If the contract manager so determines that a variation to work under the Contract is necessary, the Superintendent will thereupon order a variation under Clause 40 of the General Conditions of Contract.

### **3 COMPLAINTS AGAINST EMPLOYEES**



#### **Policy**

- 3.1 It is Council policy that the General Manager consider and determine any complaints received against employees of the Council.

#### **Procedure**

- 3.2 All complaints against employees will be in writing and signed.
- 3.3 Notice will not be taken of any complaint not made in accordance with the above provision.
- 3.4 All such complaints should be addressed to the General Manager who will investigate the matter and initiate appropriate action.
- 3.5 However, allegations of fraud and corruption are overruled by ICAC Act 1993, as amended, where the principal officer of Council has a duty to report all such allegations whether they are written or verbal complaints.

## **X MISCELLANEOUS**



### **1 BLOOD BANK DONATION**

#### **Policy**

- 1.1 That staff be allowed time off without loss of pay to attend the Blood Bank for the purposes of donating blood, provided the donor is working within a 3.5km radius of a blood bank or mobile blood bank and provided the donor makes their own transport arrangements.

#### **Procedure**

- 1.2 In the event of visits by the Blood Bank to Council, an employee complying with the above provisions and having obtained prior consent of release from their Supervisor will be allowed two (2) hours off work without loss of pay for the purposes of donating blood.

### **2 CARE OF COUNCIL PROPERTY**

#### **Policy**

- 2.1 All employees will be held responsible for the careful use and preservation of all Council property in their custody or care. No part of Council's buildings, office furniture or equipment will be misused or abused. Offices and work areas should be maintained in an orderly and tidy condition at all times.

#### **Procedure**

- 2.2 Any employee found in breach of this policy will be subject to the provisions of Council's Disciplinary Procedures.

### **3 EMPLOYEE HEALTH PROMOTION SCHEME**

#### **Purpose**

- 3.1 To provide employees with the information facilities, to modify unfavourable health practices to the initial benefit of employees and the organisation, and to generally improve the health of employees.

## Policy

- 3.2 As it is well recognised that our health status can affect our ability to work effectively, Wollongong City Council will maintain an Employee Health Promotion Program to modify unhealthy lifestyle practices of employees.
- 3.3 Participation by employees is voluntary and the benefits to them individually include increased general wellbeing, improved levels of health and fitness, reduced blood pressure and stress levels as well as the opportunity to make a regular commitment to exercise. The benefits to Council are reduced absenteeism and accidents, reduced staff turnover, improved worker performance and coping capabilities.
- 3.4 The program is seen as a preventive strategy to complement the programs already established in the areas of workers compensation, safety and welfare.

### 3.5 Parameters

The Employee Health Promotion Scheme will include

- i Health & fitness testing.
- ii On-site fitness facilities.
- iii Health awareness program.
- iv Group participation in activities related to health and fitness.
- v Home programs.
- vi Rehabilitation therapy.

### 3.6 Conditions

- i Participation is voluntary.
- ii All participants will require a fitness assessment before entering the program.
- iii All participants will be medically screened by questionnaire which will ascertain the need for a medical assessment.
- iv Council employees will use the gym facilities in their own time.
- v An individual work out program will be prepared for each participant.
- vi First and second visits to the gym facility must be under the direction of a qualified instructor.
- vii Each participant's program will be upgraded on a regular basis and a fitness assessment will be conducted every three (3) months to gauge progress. There is no charge for re-assessments.



## Procedure

- 3.7 To join the Employee Health Promotion Scheme, employees should contact in the first instance the Environment & Recreation Division.
- 3.8 The fitness supervisor will notify employees if they require a medical assessment and will also make an appointment for their fitness assessment.
- 3.9 If a medical assessment is required the employee should arrange it with his or her own doctor.
- 3.10 Initial visits to the fitness facility will be under the direction of the supervisor until they advise the participant they may attend in unsupervised hours.
- 3.11 Payment will be made by payroll deduction or in advance for outside organisations.
- 3.12 To withdraw from the scheme a letter should be addressed to the Paymaster advising of withdrawal date. This date cannot be backdated.

## **4 HIGHER GRADE PAY**



### Purpose

- 4.1 Higher grade payments are intended to fairly remunerate employees when acting in positions at a higher level.

### Policy

- 4.2 Where an employee has relieved in a higher position continuously for a period of three (3) calendar months or more, all approved leave, ie. Annual Leave, Sick Leave and Long Service Leave will be paid at the higher grade rate.
- 4.3 If in a three (3) month period a total aggregate of not more than five (5) working days are worked at the lower classification this will be deemed not to have broken continuity.
- 4.4 If whilst an employee is acting in a higher grade position a public holiday occurs, the public holiday is to be considered as a normal work day for the purpose of payment.
- 4.5 Staff relieving in positions that have been evaluated, through the agreed Job evaluation process, will receive higher grade pay up to the entry grade prescribed for that position. Payment at a grade above the entry level will only occur following the assessment of competencies for that employee at the appropriate level.

4.6 Staff relieving in position that have not been through the agreed Job Evaluation process, will receive higher grade pay according to the terms in the previous Enterprise Agreement.

#### 4.7 Non-Eligibility

Higher grade pay will not be paid to employees in the following situation:

- a Any employee who is directed to perform work in a higher grade for the purposes of training, provided that the work performed is less than the normal duties of the higher grade position.
- b During periods of relief for an employee absent on flex leave.
- c Apprentices, cadets and trainees are employed in training positions and are not eligible for higher grade pay.

#### Wages Staff

4.8 If an employee is directed to work at a grade higher than their normal classification for a period of more than four (4) hours they will be paid the higher grade for the whole eight (8) hours.

#### Salaried Staff

4.9 Where an employee is required to perform normal duties of a higher grade than classified for a period of at least one (1) full working day they will be paid higher grade pay at the appropriate grade as prescribed in the Enterprise Agreement.

4.10 No higher grade pay is to apply for less than one (1) full working day, or for periods of flex leave.

#### Procedure

#### Wages Staff

4.11 An employee working at a higher grade should note or inform his or her supervisor to note in the non-standard classification column on their timesheet the appropriate higher rate they should be paid.

4.12 The Supervisor should sign the timesheet and forward to the Payroll section for processing.

#### Salaried Staff

4.13 An employee required to perform the duties of a higher grade is to be so directed by the Divisional Manager.





- 4.14 Employees acting in positions that have been through the evaluation process will be remunerated at the entry level for the position, unless otherwise agreed. Payments in excess of the entry level will only be made if the employee can demonstrate that they meet the competency levels for the position via an assessment process.
- 4.15 Employees acting in positions that have not been through the evaluation process will be remunerated in accordance with the conditions in the previous agreement.
- 4.16 Where an employee is directed to perform higher grade duties the employee's supervisor will submit an application for higher grade pay to the Divisional Manager for approval. This will detail the person who is relieving and the person being relieved, the period of relief and recommendation for grade to be paid.
- 4.17 Once approval by Divisional Manager is obtained the application should be forwarded to the Human Resources Division to process payment.

## **5 PUBLIC COMMENT ON COUNCIL BUSINESS**



### **Policy**

- 5.1 Except in the course of official duty, no information concerning Council business will be given directly or indirectly by an employee without the express direction or approval of the Lord Mayor or General Manager or relevant Divisional Manager.
- 5.2 An employee will not:
- i Publicly comment upon the administration of any Division of the Council;  
or
  - ii Use for any purpose, other than the discharge of their official duties, information gained by or conveyed to them through their connection with the Council.
- 5.3 Press statements will not be issued except by the General Manager or by such officer as may be deputed by the General Manager.
- 5.4 Failure to observe this policy will result in disciplinary action being taken.

### **Procedure**

- 5.5 Any employee found in breach of this policy and is not able to demonstrate reasonable cause as to why such breach has occurred, will be subject to the provisions of Council's Disciplinary Procedures.

## 6 RECOGNITION OF SERVICE

### 25 years service

- 6.1 That Council recognise 25 years' service by an employee through:
- i an Annual Dinner for all employees with more than 25 years' service as at 1 January;
  - ii presenting at the annual dinner an award to those persons whom a long service award has not been previously presented, the award being to the value of \$200 (to be indexed for cost of living adjustments);
  - iii that all resigned employees with more than 25 years' service are invited to attend the dinner;
  - iv the Lord Mayor and General Manager to officiate at the presentation.
- 6.2 These long service awards supersede any previously approved awards.

### Procedure

- 6.3 An annual dinner and presentation will be organised by the Human Resources Division in accordance with the above policy.

### 10 years service

- 6.4 Any employee who terminates their service with Council after ten years' service be invited to morning/afternoon tea with the General Manager.

## 7 LICENCES

### Policy

- 7.1 Reimbursement of Driver's Licence
- 7.2 Those employees required to drive a Council vehicle as the primary responsibility of their employment with Council will be eligible to receive reimbursement for their Motor Vehicle Driver's Licence. No payment will be made to those employees provided with Council vehicles on a private use basis.
- 7.3 Suspension of Licence
- 7.4 It is Council's policy that where employees need a licence for their position and have their licences suspended for periods in excess of one month, they be



reclassified to the position in which they are employed during the period of suspension.

### **Procedure**

- 7.5 Where an employee's licence is suspended they will immediately advise their supervisor and divisional Manager.
- 7.6 The employee will thereafter be placed in alternate employment for the period of suspension. The nature of such employment will be determined by the needs of the Division and positions vacant at that point in time. The Enterprise Agreement provisions for performance if higher and lower grade positions will apply.
- 7.7 Where the suspension extends beyond one month the employee will be reclassified to the position which they have occupied throughout the suspension. Wage will be in accordance with Enterprise Agreement provisions for this position.

## **8 PAYMENT IN EVENT OF DEATH**

- 8.1 In the circumstance where an employee passes away whilst employed and the employee would have been entitled to payment in respect of accumulated leave entitlements, or any part thereof, then the amount to which the employee would have been entitled will be paid to the employee's estate or legal beneficiary (s).
- 8.2 Each case will be assessed individually to determine the appropriate recipient.

## **9 OVERTIME AND PENALTY RATES**

### **Policy**

- 9.1 Saturday and Sunday and Public Holiday Penalty Rates
- 9.2 Each employee who is normally rostered to work on Saturday, Sundays and Public Holidays will be paid as follows:
- Saturday - time and one half;
  - Sunday - double time.
  - Public Holidays - double time
- 9.3 Council may require any employee to work reasonable overtime on any day.
- 9.4 Except as otherwise prescribed by this Agreement, any employee who is directed, by the Divisional Manager or other employee authorised by the Council, to work



- in excess of their ordinary hours of work, will be paid for all time at the rate of time and one half for the first two hours worked double time thereafter.
  - Overtime worked on Sundays or on a public holiday will be paid for at the rate of double time.
- 9.5 When an employee, after having unplanned worked overtime, finishes work at the time when reasonable means of transport are not available and where an employee does not have their own vehicle at work, the Council will provide a conveyance to their place of residence. Failing the provision of this transport, the employee will be paid ordinary rates of pay for the time it would reasonably take them to reach their home, together with any reasonable travelling expenses incurred.
- 9.6 An employee recalled to work overtime after leaving the place of work will be paid a minimum payment of four hours pay at the appropriate overtime rates of pay. Subsequent call outs within that four hour period will not attract an additional payment. When calculating the hours worked on a call out, travelling time, using the most direct route from and to an employee's home will be taken into account.
- 9.7 The Recall of Employee provisions do not apply for overtime worked of less than three hours duration under the following circumstances.
- For the purpose of changing shift rosters; or
  - Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
  - Where a shift is worked by arrangement between the employees themselves.
- 9.8 **Meal Breaks**
- 9.9 An employee who works two or more hours overtime immediately after the completion of a normal day is entitled to a 30 minute paid meal break. The meal break may be taken at the commencement of the overtime period or later by mutual agreement.
- 9.10 An employee is entitled to another 30 minute paid meal break after each period of four hours overtime, provided that they work a further hour. Meal breaks may be of up to one hours duration by agreement but a maximum of 30 minutes will be paid.



9.11 Saturday, Sunday and Public Holidays

9.12 If an employee works 5 hours or more but not exceeding 9 hours a 30 minute meal break will be paid.

9.13 Meal breaks are paid breaks in these circumstances. The appropriate meal allowance will also apply.

9.14 Meal Allowances

9.15 Overtime continuous with the Ordinary Day's Work

9.16 Where an employee is instructed to work overtime for two hours or more irrespective of whether these hours are worked continuously or are broken by the taking of a meal break, the employee will be paid

- i A meal allowance of \$10.50 where the employee works two hours or more and less than five hours' overtime;
- ii An allowance for meals of \$14.00 where the employee works five hours or more and less than nine hours' overtime;
- iii An allowance for meals of \$18.00 where the employee works nine hours or more overtime.

9.17 These provisions apply irrespective of whether the overtime is worked prior to or following the commencement of ordinary duties.

9.18 Overtime not continuous with the ordinary day's work

9.19 Where an employee is instructed to work overtime for four or more hours irrespective of whether such hours are worked continuously or are broken by the taking of a meal break, the employee will be paid

- i A meal allowance of \$10.50 where the employee works five hours or more and less than nine hours' overtime;
- ii An allowance for meals of \$14.00 where the employee works nine hours or more and less than thirteen hours' overtime;
- iii An allowance for meals of \$18.00 where the employee works thirteen or more hours' overtime.

**Procedure**

9.20 The following procedures should be followed for persons working overtime.



- 9.21 Overtime will then be paid at the appropriate rates in the next payroll after the above procedures have been followed.

### Salaries

- 9.22 An overtime form must be completed by the employee stating reason for overtime and hours worked, to be approved by the Divisional Manager.

### Wages

- 9.23 Overtime must be included on the employee's timesheet and authorised by the certifying officer.

## 10 HOURS OF WORK



- 10.1 All working hours existing prior to the commencing date of this Enterprise Agreement, including those for employees whose normal working hours of work are worked between Monday to Friday inclusive or Monday to Sunday inclusive, will continue until such time as agreement has been reached to change them.
- 10.2 The ordinary hours for all Wages employees will not exceed on average, thirty six hours per week, within the hours of 6:00 am to 6:00 pm.
- 10.3 The ordinary hours of salaried staff will not exceed on average, thirty five hours per week, within the hours of 6:00 am to 6:00 pm.
- 10.4 Variation to working hours will only occur through due processes which may include job redesign, needs analysis and evaluation and change in community expectations. Any variation is to be made only after consultation, involvement and agreement of employees, unions and management.

Any agreement to alter an employee's hours of work must be genuine with no compulsion to agree. Any dispute or difficulty relating to the application of this hours clause must be pursued through Council's Grievance Procedure.

### 10.5 Short Term Shift Work

- 10.6 Where special projects require work to be performed outside of the usual spread of hours determined for that work, short term shift work arrangements will be developed following consultation between management, employees and relevant unions.

### 10.7 Morning tea and Meal Breaks

- a Morning tea for all employees will be taken at the employee's place of work or where not practicable, the nearest safe and practicable place of work.

- Council will provide coffee, tea, milk, sugar and biscuits for salaried employees.
  - Level two of the Administration Building will be retained for staff facilities.
- b A meal break of at least thirty minutes should be taken following five hours continuous work, except in unavoidable cases such as breakdown, employees engaged in concrete finishing, or other reasons beyond the organisation's control.

### 10.8 Rest Breaks

10.9 An employee will be required to have a rest break of ten hours duration after concluding ordinary duties or overtime and prior to recommencing ordinary duties on the next day.

10.10 Notwithstanding this provision, it is agreed and accepted that alternative rest break arrangements can be negotiated between Council and Unions in conjunction with negotiations in relation to hours of work.

### 10.11 Hours of Work - Wages Staff

### 10.12 General Wages Staff

10.13 Except as other wise provided, the ordinary working hours for wages employees will not exceed thirty-six hours per week and will be worked in five days or shifts of eight hours each Monday to Friday inclusive between the spread of hours of 6:00 am to 6:00 pm.

### 10.14 Wash-Up Time

10.15 All wages employees will not commence to wash-up more than 10 minutes before the end of the working day.

### 10.16 Nine Day Working Period

10.17 Council operates a nine day working period arrangement for its wages staff in accordance with the Shorter Working Week undertakings endorsed by the Industrial Commission on 17 June 1982.

10.18 Where an employee is required to work on what would have ordinarily been a Rostered Day Off and where it is agreed, they will be able to possess a maximum accrual at any one time of five days. These arrangements will be subject to:



- Council providing the employee with notice that they will be required to work their rostered day prior to the conclusion of the shift immediately preceding the scheduled Rostered Day Off;
- Employees providing a minimum of 48 hours notice prior to taking an accrued rostered day. In cases of emergency the situation will be viewed on its merits.
- If a holiday occurs on an employee's roster day under a roster system an employee will be paid for their ordinary rate of pay for this roster day or another day off will be allowed.

**10.19 Senior Beach Lifeguards or Beach Lifeguards**

10.20 Thirty-six hours per week, to be worked in six days, including Saturday and Sunday and public holidays, as required.

**10.21 Caretaker**

10.22 Thirty-six hours per week to be worked on Monday to Saturday inclusive, as required, provided that the employee will be allowed one full day off each week.

**10.23 Cleaners**

10.24 Hours will not exceed thirty-six per week or more than seven hours per day, Monday to Friday inclusive, between the spread of hours of 4 am to 7 pm and not more than four hours on Saturday between the spread of hours of 4 am to 1 pm; provided that there will not be more than two shifts on any one day.

**10.25 Supervising Impounding Officer, Impounding Officer and Park Ranger**

10.26 Will not exceed thirty-six hours per week including Saturday, Sunday and public holidays as required; provided that the employee will be allowed two full days off each week.

**10.27 Mechanical Broom Operators - Shift Work**

10.28 Mechanical Broom Operators engaged in street cleansing services may be employed on shift work subject to the following conditions:-

10.29 The ordinary working hours will neither exceed 8 hours per day nor, subject to shift arrangements:

- 36 hours per week;
- 72 hours per fortnight;
- 108 hours in three weeks;
- 144 hours in four weeks



and will be worked under either day shift or night shift arrangements.



**10.39 Storepersons, Tradespersons and Tradespersons Assistants - Shift Work**

10.40 Hours will neither exceed 8 hours per day nor 36 hours per week, or 72 hours per fortnight and will be worked as follows:

- **Day Shift** - Between the spread of hours of 6.00 am to 6.00 pm Monday to Friday.
- **Afternoon Shift** - Finishing after 6.00 pm and before 12.00 am Monday to Friday.
- **Night Shift** - Finishing after midnight and at or before 8.00 am Monday to Friday.

**10.41 Pool Superintendents, Assistant Pool Superintendents and Pool Attendants**

10.42 Hours will not exceed seventy-two per fortnight to be worked as rostered, Monday to Sunday, including Public Holidays; provided that at least two days are allowed off each fortnight.

**10.43 Public Lavatory Cleaner and Public Lavatory Cleaner - Mobile**

10.44 Hours will not exceed thirty-six per week to be worked on Monday to Saturday inclusive, between the spread of hours of 6.00 am to 6.00 pm each day.

**10.45 Public Lavatory Attendant**

10.46 Hours will not exceed thirty-six per week or more than six hours and thirty minutes per day, Monday to Saturday, inclusive, between the spread of hours of 7 am and 9 pm; provided that there will not be more than two shifts per day.

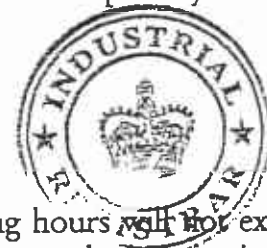
**10.47 Hours Of Work - Salaried Staff**

**10.48 General Salaried Staff**

10.49 Except as otherwise provided, the ordinary weekly working hours will not exceed thirty five hours per week or seven hours per day and will be worked in continuous periods (except for a meal break not exceeding one hour) between the spread of hours of 6:00 am to 6:00 pm Monday to Friday.

**10.50 Long day Child Care Centres**

10.51 The ordinary working hours will not exceed thirty-five (35) hours per week, eight hours per day, Monday to Friday inclusive, between the spread of hours of 6.00 am to 6.00 pm with one hour break for a meal.



## 10.52 Library Staff

### i Day Workers:

The ordinary working hours for day workers will be thirty-five (35) hours per week and will be worked on five days, Monday to Friday inclusive between the spread of hours of 6.00 am and 6.00 pm each day. The Council may at its option require such ordinary working hours to be worked between the spread of hours of 6.00 am to 6.00 pm Monday to Friday inclusive, and between the hours of 9.00 am and 12 noon on Saturdays.

### ii Shift Workers

The ordinary working hours for shift workers will not be more than thirty-five (35) hours per week and will be worked in accordance with a regular roster between the spread of hours of 8.00 am and 9.00 pm Monday to Friday inclusive, from 8.00 pm to 12 noon on Saturday in straight shifts not exceeding eight consecutive hours per day inclusive of a meal break of not more than one hour.

## 10.53 Maintenance Security Officers, Civic Attendants and Community Infringement Officers

10.54 The ordinary working hours will not exceed thirty-five (35) hours per week, including Saturday, Sunday and public holidays as required, provided that the employee will be allowed two full days off each week.

## 10.55 Commencing and Ceasing Times

10.56 The commencing and ceasing times within the spread of hours mentioned above and meal period applying will be by mutual agreement between the Council and the Union(s) concerned.

## 11 USE OF COUNCIL EQUIPMENT BY EMPLOYEES

### Policy

11.1 Council plant, equipment and tools (except those items defined in 11.10) will be available for personal use by Council employees subject to approval by the respective Divisional Manager.



## 11.2 Approval

- i Approval for personal use is the responsibility of the Divisional Manager controlling the asset to be used.
- ii Delegation of approval may be extended to Divisional Engineer, Plant Engineer, Assistant Manager and Coordinator level only.
- iii Approval is not a right and each case will be considered on its merits.
- iv The Divisional Manager controlling the asset will be the arbiter in any approval process and his/her decision will be final.

## 11.3 Private (Personal) Use

Items of equipment, plant and tools borrowed may be only used for private (personal) use. Use of items for private business use is forbidden.

## 11.4 Special Licences/Safety

Where an item of equipment requires a special licence to operate (eg. Ramset Gun) it is the responsibility of the employee to produce such licence before approval will be considered. The employee must also demonstrate that he/she has the skills necessary to safely operate the equipment to be borrowed (eg. chain and concrete saws). Where an employee is not provided with personal safety issue, it will be the responsibility of the borrower to provide his/her own safety equipment as appropriate.

## 11.5 Council Use

All items of equipment, plant and tools will be available for Council use at all times, ie. employee use will be restricted to weekend or overnight use only. Any item borrowed must be returned by the normal starting time of the next working day.

## 11.6 Disciplinary Procedures

Any employee found guilty of abusing the system will be subject to the following disciplinary action:

- 1st Offence - Warning
- 2nd Offence - Denied access to future borrowing.

## 11.7 Damage/Theft/Loss

Any employee borrowing equipment, plant or tools is required to return the item in the same condition as when borrowed. Any damage, theft or loss will be the responsibility of the employee to reimburse Council the costs thereof. Reimbursement will be calculated on the depreciated value of the item so damaged or lost.



## 11.8 Consumables

The employee will be responsible for all consumables involved in the borrowing, ie. fuel, oils, blades etc. Any item using fuel will be issued with a full fuel tank and will be returned in the same condition. Blades will be sharpened or replaced at the employees cost.

### Procedure

- 11.9 i The employee will complete the "Application - Borrowed Items"
- ii The Divisional Manager or his delegated officer will complete the approval section.
- iii The borrower shall certify as to the condition of the item borrowed.
- iv When returned, the item will be inspected and form completed indicating if item has been returned in good or poor condition
- v Where charges are payable by the employee, the employee will authorise deduction from next payroll for costs thereof.
- vi Each Manager will monitor usage patterns for their staff and equipment.

## 11.10 Exemptions

The following equipment, plant or tools will not be available for private use of employees:

- i Vehicles, trucks, registered plant, compressors, welders and <sup>poison spray</sup> equipment.
- ii Survey equipment, specialised workshop testing equipment.
- iii Other items as determined by the relevant Divisional Manager.



## 11.11 Collection/Return

It is the employee's responsibility to collect and return items to be borrowed under no circumstances are Council resources, eg. trucks, to be used to transport such items.

## 12 REIMBURSEMENT TO EMPLOYEES OF PERSONAL PROPERTY LOSS/THEFT OR DAMAGE

### Policy

- 12.1 Employees will be compensated financially by Council for property loss, theft or damage arising out of the performance of work duties. In cases of theft, where appropriate, a completed police report form may need to be submitted.



## Tools of Trade

- 12.2 Where an employee is required as a condition of employment to provide his/her own tools and such tools are lost, stolen or damaged the relevant Division will financially compensate legitimate claims. The division will replace or repair the tools which have been lost, stolen and/or damaged with tools of an equivalent standard.
- 12.3 Each employee is required to maintain an up-to-date list of his/her tools of trade and submit a copy of this list to the relevant Divisional Manager for reference in the event of loss, theft and/or damage of any of those tools.

## Personal Property

- 12.4 Personal property remains the responsibility of the employee. However, the relevant Division will reimburse the employee at the amount(s) indicated within this policy for the loss, theft and/or damage to items of personal property arising from the performance of work duties.

Item	\$ Claim		
	1/7/98 (3%)	1/7/99 (3%)	1/7/2000 (4%)
Work bag (maximum claim)	61.80	63.65	66.20
Street clothes – shirt/blouse (per item)	41.20	42.45	44.15
Trousers/skirt/slacks	61.80	63.65	66.20
Pullover	51.50	53.05	55.15
Watch	72.10	74.25	77.20
Shoes	61.80	63.65	66.20
Sunglasses (non optical sight correction)	82.40	84.85	88.25
Towel	20.60	21.20	22.05
Lunch box	5.15	5.15	5.35
Thermos flask	10.30	10.60	11.00
Optical prescription sight correction glasses, including appropriate tint	net cost only	net cost only	net cost only
Wetsuits	154.50	159.15	165.50
Wet weather clothes – coat/trousers	36.05	37.10	38.60

*Note: These amounts are to be increased in accordance with % enterprise agreement increases.*

- 12.5 Where a Council Beach Inspector incurs the theft of sunglasses, sight correction glasses, watch, towel or street clothes, evidence of forced entry will not be required to be established in order for the claim to be accepted. Claims for theft of wetsuits

from Beach Inspectors will only be accepted when those officers are authorised by their Divisional Manager to operate Council's inflatable rubber boats.

*Note: All claims in excess of \$250 are to be referred to Council's Claims Officer, Extension 7030.*

### Special Circumstances

- 12.6 Employees may be required to possess particular items of personal property and/or tools to enable them to effectively undertake work duties. Where such special circumstances exist and loss and/or damage of such property occurs, then subject to the determination of the relevant Divisional Manager, claims for loss and/or damage of such special property will be reimbursed or property replaced by that Division.

### Procedure

- 12.7 Claims for loss must be submitted to the Divisional Manager.
- 12.8 The Divisional manager will assess the claim and determine reimbursement according to the above schedule.
- 12.9 Payment will be made to employees by cheque, funded from the divisional budget.



## XI GRIEVANCE PROCEDURES

### 1 GRIEVANCE PROCEDURES



#### Policy

- 1.1 The following procedure is designed to assist management and employees to avoid and settle any grievance, complaint or dispute at the workplace.

#### Procedure

- 1.2 Any employee should in the first instance discuss any matter affecting their employment with their immediate supervisor.
- 1.3 When requested by the employee or supervisor, the union delegate will discuss any matter affecting the employee with the employee's immediate supervisor.
- 1.4 Grievances should be resolved at their lowest possible level. Each level of supervision will be consulted in an attempt to resolve the matter before it proceeds to the next level. No matter will proceed above the divisional manager level until all reasonable attempts to resolve the grievance have been explored and applied.
- 1.5 Any conferences required will commence within 24 hours or at a time agreed by the parties.
- 1.6 Should the matter not be resolved at the above levels, the union should request the Manager Human Resources to be involved. In the event of the grievance still being unresolved, the Assistant General Manager or General Manager should be requested to arrange appropriate conferences to discuss and consider the grievance with the affected parties.
- 1.7 Without prejudice to either party, all work will continue in accordance with the terms of this Agreement while the matters in dispute are still in the course of negotiations.
- 1.8 At any stage of the proceedings, however, the parties may seek the assistance of the Industrial Relations Commission. Recourse to this procedure, however, should not take place until every endeavour has been made to resolve the issue in accordance with this Grievance Procedure.

# PART G DEFINITIONS



Advice	Provide information and/or counsel
Agree to negotiate	Commitment to discuss with intention to a mutual settlement
Agreements	A mutual settlement
All affected unions	All unions parties to the agreement
Alternative outcomes	Outcomes which may have indirect impact in areas other than those specifically identified
Analyse	Examine critically , so as bring out the essential elements
Analysis of target markets	Critical examination of identified markets.
Anticipate	Foresee and be ready
Approvals	Process that Council is responsible for approving
Assessing performance	Examination of performance
Assistance	Help
Audit effectiveness	Structured examination of performance against identified standards
Benchmark	Identification of compatible organisations and the process of comparing Council performance against those organisations
Benchmarking	The process applied in the identification of compatible organisations and the process of comparing Council performance against those organisations
Best practice	Identification of organisations who are “ best” in a particular process and analysing for possible adoption of such best practices
Breach of contract conditions	Action which is contrary to defined contractual requirements
Briefing strategies	Communication of directions, plans and processes
Business needs	The identified requirements of a business unit in order to meet customers needs
Business process reviews	The review of and examination of the way in which a work area processes are performed.



Casual staff	Employees who are engaged to meet short term demands on an irregular or infrequent manner
Closer to the customer	Ensuring that delivery of processes meet the identified and specific needs of the customer
Commitment to satisfactory performance	Agreement, support and collaboration towards providing performance to agreed performance specifications
Committed and skilled people	Motivated, empowered and appropriately competently trained people
Committed partnership	A shared and motivated approach to achieve agreed outcomes
Common vision	An understanding and agreement to a shared long term objective
Community	Ratepayers and citizens of the Wollongong City local Government area
Community and customer needs	Identification, collation and documentation of the end users needs
Community's lifestyle	The Wollongong City local areas standard of existence, activity and effectiveness consistent with identified needs
Comparison of costs for the provision of the service	Critical analysis of the financial and non-financial advantages of providing a particular service
Competencies	The specification of knowledge and skills and its application across Council to identified standards of performance
Competency development	The process for the identifying and applying competencies which measure the standards of performance for processes and jobs
Competition policy	Government policy for mapping out strategies for the Public Sector to become competitive with other industries
Competitive	Following analysis of all factors and in accordance with the identified specification, the final costs for the provision of a service is comparable



Competitive analysis	Process applied for the analysis of factors that contribute to the costs and quality of the service according to the identified process and specification.
Competitive basis	Comparative costs in providing the services and products in accordance with the identified specification
Competitive gap	The difference in costs in providing the services and products compared to other providers
Competitive market	The services and products available in the market
Competitive performance/service and provisions	The provision of services and products in accordance with identified customer specifications which is comparable with other providers in costs, quality and timeliness
Competitive units	Work units which can provide services and products in accordance with identified customer specifications which is comparable with other providers in costs, quality and timeliness
Competitiveness	Able to provide services and products in accordance with identified customer specifications which is comparable with other providers in the market place in terms of costs, quality and timeliness
Competitor analysis	Critical analysis of other providers in the market and an understanding of their ability to provide products and services in terms of costs, quality and timeliness.
Competitors	Identification of other providers in the marketplace.
Completely or substantially bridged	Movement towards meeting identified standards of performance
Compliance	Satisfying or meet requirements or standards
Competitive tendering	Calling for tenders as a means for determining the best price and service for meeting a determined specification
Confirm ongoing employment security	Employment security for the life of this agreement
Constructive	Positive, progressing forward
Consultation	Process for sharing information with stakeholders



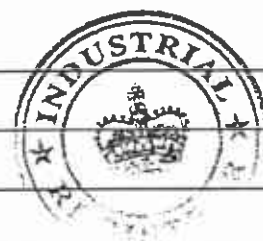
Consultative process	An agreed process for the sharing information with stakeholders
Continual performance reviews	Ongoing regular performance reviews, review of results on an ongoing basis
Continuous learning	Learning on an ongoing basis to meet the needs of individuals and Council to achieve identified objectives
Contracting of services	Out sourcing. Service is provided by alternative suppliers
Corporate Plan	5 year, rolling 1 year plan of Council's direction to meet customer needs
Corporate process	A process for the collation and documentation of corporate business activities in accordance with policy and procedures
Cost effective	Provision of a product and/or service at a specified quality at the best possible price
Costing comparison	Comparison of costs with other comparable providers
Council's overall health and well being	Councils' overall performance against its vision and mission
Current and future service	Products and services currently being provided by Council and could be provided in the future
Customer communication	Process of interaction with identified customers
Customer focus	Centering on the customer and their needs
Customer focused	The culture of centering on the customer and their needs
Customer responsive	Centering on the customer and responding to their specific needs
Customer service	The provision of services within customer specifications
Customer service delivery	The process of actual provision of services to the customer
Customer service standards	The identification and documentation of customer specifications
Customer-oriented	The culture of focussing and understanding the customers needs and providing products and services within their specifications
Customers	To those whom a product or service is provided



Define specifications	The process for identifying and documenting a standard of performance
Definitions	Assist in understanding the intent
Determine costs	The process for understanding and identification of actual costs
Development	To bring out the possibilities and bring to an advanced state
Development of performance specifications	Identification of criteria for measurement
EEO issues	Equal opportunity as defined in the Anti-Discrimination Act
Effective consultative structure and arrangements	Consultative processes that enables positive and advancing outcomes
Efficiency improvement	Advancement of a process
Efficient	Effective use of resources to meet product/service specifications
Employee accountability	To be called to account for the results of work provided an the ethic applied
Employee involvement	Positive contribution and participation
Employee rotation and interchange	Movement of employees from one job to another
Employee understanding	Knowledge and awareness
Employment security	No forced redundancy for redundant positions but alternative employment
Empower employees	Enable employees to become more autonomous in the decision making process for the provision of a product and/or service
Encouraging	Support
Encouraging and rewarding innovation and creativity	Supporting and encouraging ideas for making improvements
Enforcement	Comply with
Enhance	Improve, make better



Ensure our services are efficient, on-time and cost effective and competitive	Develop and apply products and services which meet defined specifications
Entitlements	A right to claim something
Environmental issues	Issues that affect the aggregate of surrounding things, conditions or influences
Environmental scan	Seeking to collate issues that may impact on the environment
Equal employment opportunity	Policies and procedures which meet requirements of the Anti-Discrimination Act
Equitable, fair and safe workplace	The application of fairness and equity and removal of risk
Establishing	Set up
Evaluate	Analyse and examine
Factors limiting	Issues that place restrictions
Family friendly working arrangements	Arrangements that factor in impact on employees and their families
Family responsibilities	Responsibilities that are recognised as which employees have to their families.
Flexibility	Ability and willingness to undertake a variety of tasks, jobs, roles and functions
Flexible and responsive working arrangements	Conditions of work which support the ability to move quickly to meet changing customers needs
Flexible hours	Hours of work which are structured to support the ability to move quickly to meet changing customer and individual needs
Framework of the Enterprise Agreement	Structure or framework which enables the application of the intent and objectives of the enterprise agreement
Future security	No forced redundancy for redundant positions but alternative employment
Gap	The difference in costs in providing the services and products compared to other providers



Gap analysis	Analysis of the reasons for the differences in providing the services and products compared to other providers
Grow/expand our business	To maximise the economic potential
Harassment issues	Removal of unwanted advances,
Identify	Recognise or establish
Identifying	The process applied in recognising or establishing
Immediate notification of	Advising the appropriate stakeholders immediately prior to commencement
Implement quality services	To put into effect, apply to the provision of products/services
Implement workplace reform	To put into effect changes to improve the workplace
Implementation	To put into effect
Improved delegation	Improved system that allows decision making
Improved rewards	Better means for recognising
Individual and team performance management systems	Process to assess individual and team performances against agreed standards
Individual divisions/areas	Specific work areas, Divisions of Council
Individual pay/wage outcomes	Changes to an employees pay or wage
Individual teams	Specified and identified teams
Informal local agreements	Working arrangements which have become institutionalised but are not written or supporting existing policy and procedures
Information and analysis	Data which enables critical examination
Initiation	To begin or commence
Innovative and customer focused approach	Progressive, contemporary that is targeted to customers
Integrated	Linking of the parts that meet a specific objective



Integrated basis	Intent of process to linking of the parts that meet a specific objective
Integrated customer service delivery	Intent of process to linking of the parts of a process to meet the provision of a product and service to the customer
Integrated customer service for telephone and counter services	Intent of process to linking of the parts of a process to meet the provision of a product and service to the customer through interaction with telephone and face to face contact.
Integrity	Honesty, upright, probity
Interesting and challenging work	The process of providing work that increases the attention and curiosity to employees.
Internal communications	Communication framework that enhances the knowledge and understanding of employees
Job evaluation	Systematic process to establish internal pay relativity to jobs in Council
Job redesign process	Process for the review and development of jobs that meets customers identified needs
Job roles	Principal function of a job
Job sharing	When a full time position is shared by two or more employees
Performance indicators	Performance indicators that measure the progress of Council or its process towards meeting identified outcomes.
Knowledge and skills	Understanding, ability and competency
Leadership	Guide the direction, course, action or culture of Council
Learning	Acquire the knowledge of or skill in by instruction, training or experience
Learning organisation	Providing a culture of Council which encourages and supports the acquisition of the knowledge of or skill in by instruction, training or experience
Learning teams/structure	Providing a culture of a team or structure which encourages and supports the acquisition of the knowledge of or skill in by instruction, training or experience
Level playing field	Equal footing or basis for comparison
Life of the agreement	Agreed period of the registered enterprise agreement



Local Area Agreements	Agreement reached at the work site/Business unit that may vary the main registered agreement
Local Areas	A specific work site, function or group of employees
Local work areas	Specific work site or work area
Localised service delivery	Provision of services to the specific needs and location
Manage the process	Plan, direct, organise and control a process
Market requirements	Specifications or criterion that exists in the market place
Market research	Gaining an understanding of the characteristics, history and influences of a market
Market testing	Comparison with those operating in a particular market
Marketing plans	Strategically planning the interaction within the market place
Meet customer and community needs	Satisfying customer specification and standards
Monitor	On going review
Monitoring of Agreement	Review of the operation of the agreement
National Competition Policy, NSW Government	Government policy for mapping out strategies for the Public Sector to become competitive with other industries
Natural work teams	Those teams that can be clearly defined and separated by the nature of the work
On-time	Delivery of services within the time specified in the service specification
Organisation change	An agreed process of reviewing the organisation structure to meet the needs of the customer
Organisation structure	The organisation structure which enables the provision of a quality service and product to the customer
Organisational objectives	The identified objectives to meet Councils' Corporate Plan
Organisational performance	The performance of the organisation as measured against performance indicators.





Organisational structures	Organisation structures which enables the provision of a quality service and product to the customer
Other resources	Resources such as technology, finances, information etc
Out-sourcing arrangements	Established arrangements for the engagement and management of external providers to meet identified outcomes.
Participation	Involvement
Participative analysis	Involvement in the critical examination
Participative skills development	Involvement in the development and application of skills
Partners	People combining to achieve agreed outcomes
Partnership	To be or act as a partner
Patterns of work	The way in which work is conducted and/or arranged
People	Employees
Performance assessment	Analysis of performance against agreed indicators
Performance feedback	Information provided on the provision, and contribution to, services and products
Performance specifications	The standards to which performance will be provided.
Permanent part time employment	A permanent arrangement between Council and employee where actual hours worked are less than normal full time hours for that position
Plant utilisation	Measuring the ratio of used plant time expressed as ratio of available time
Policy and planning	Strategic approach with future focus to ensure that Council meets the vision, mission and goals of the organisation.
Positive benefits	Outcomes that satisfy the customers of the process
Positive working relationships	Relationships that are effective and progressive
Potential future suppliers	Suppliers other than those currently used by Council



Pro rata basis	Amount of entitlement calculated using the hours worked as a percentage of full time hours
Processes and initiatives for achieving competitiveness	Activities and procedures to enable Council to operate within a competitive framework
Processes and systems	Procedures, ways and methods of doing work
Project teams	Groups of employees working together on a defined project
Product/service development	Process of creating or changing products/services
Product/service positioning and pricing	Process of assessing placement in market and cost to customer
Product/service promotion	Process of informing customer of product/service benefits and availability
Products	Services we provide or work we undertake
Promote learning and skill development	Access to training and workplace learning
Promoting	Making information available and advancing knowledge
Provide access to training, development and resources	Opportunities to be involved and have access to these areas
Provide efficient	Products/services are supplied timely and cost effectively
Provide our services	Supply the community
Providing value for money and quality services	Ensuring the provision of a cost effective quality service
Proving our competitiveness	Evaluation of how Council compares to other providers
Quality	Comprehensive approach to the pursuit of excellence and high achievement Tool for evaluating, understanding and improving products/services



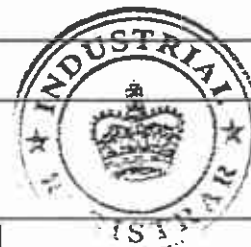
Quality assurance	National standards for product/service supply
Quality of process, product and service	Assessing, evaluating and improving
Quality of working life	Conditions and arrangements that enhance work activities
Quality service	Providing excellent product/services to customers
Quality services	Providing services determined by quality measures
Quality teams	Groups of staff using quality techniques to review and improve products/services
Rationalising	Making effective use of resources
Redeployment	Process of moving staff to alternative position(s) when their initial position becomes redundant
Reduction in State Legislation standards	State legislative conditions prevail over local agreements
Reduction in work related injuries	The number of work related injuries is lowered
Regular reporting	Standard timeframe for providing information
Relevant division Management	Management of Council division directly effected
Removal of barriers	Take away impediments
Responsive employees	Employees who react quickly and positively to situations
Restrictive demarcations	Work practices that prevent effective provision of service/products
Retraining process	Activities to give employees different skills and information
Review	Examine and evaluate
Review and assessment	Examination, evaluation and determining against a criteria
Review of the types of services	Examination and evaluation of the range of services provided
Review policies and practices	Examination and evaluation of Council's guidelines and activities
Reviewing	Examination and evaluation processes and procedures
Reviews of business processes	Examination and evaluation of the way Council does its business



Reward and recognition structures	Procedures for identifying, assessing and benefiting staff activities
Rewarding	Returns to staff
Safe work practices	Working processes to ensure potential for accidents is reduced
Seeking shared solutions.	Pursuing answers to problems that all parties participate in and agree upon
Self assessment	Process of examination and evaluation undertaken by Council
Self managed work teams	Groups of staff responsible and accountable for all aspects of their work
Service level agreements	Agreements between providers and customers defining service range
Sharing/comparing of information	Exchange and examination of information
Skills based classification structures	A classification of positions that is based on skills required to do a particular job
Skills development	Acquisition, improvement and change of an employees skills
Skills development opportunities	Access to and participation in activities that develop skills
Specific purpose teams	Teams established for providing a specific function
Stakeholders	Those people who have an interest and interaction with Council operations
Standards	A level to which products/ .services are provided
Strategically planned workplace agreement	Establishment of agreement that meets current and future objectives of Council
Streamlining the processes	Analysis and rationalisation of processes to improve efficiency and effectiveness
Suppliers	Providers
Support	Encourage and assist
Support communications	Improve and enhance communications
Technological developments	Contemporary issues and improvements in a particular function
Technology	Application of practical, mechanical sciences to Council business



Temporary staff	Staff employed for a fixed period of time
Total organisation	Council as a whole
Training	Transfer of knowledge and skills
Training of staff	Process for transfer of skills and knowledge to staff
Transfer	Pass on to others
Unified commitment	Combined approach
Unscheduled absences	Unplanned or unanticipated absence
Unscheduled absenteeism	Trend in unscheduled absences
Use of external resources/support	Engagement of resources outside of Council
Value for money	Cost effective assessment of product/service
Values	Principles applied by Council in its interaction with staff and customers
Voluntary redundancy	Acceptance by an employee to exit the organisation in accordance with Council's policy
Whole of job performance	Assessment of performance considering all aspects of the position
Wholesale privatisation	Complete removal of organisation from public to private ownership
Winning employment security for all employees	Through competitive performance enabling staff to secure position
Work alongside Council staff on a project basis	People employed by organisations other than Council working with Council staff
Work practices	Actions and processes that constitute how work is undertaken
Work processes	Step by step method of how a task is undertaken
Work related injuries	Injuries sustained at work
Working conditions	Established terms and conditions that apply in the workplace
Workplace health and safety regulations and requirements	Defined statutory requirements and standards that apply to workplace OHS



# PART H PARTIES TO THE AGREEMENT



On behalf of:  
Wollongong City Council

Name: R. OXLEY Position: GENERAL MANAGER

Signature:

Witness: E. A. MATEJKA HR Manager

On behalf of:  
Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

Name: J. J. MURPHY Position: GEN. MGR. SEC.

Signature:

Witness:

Name: J. M'CORKEU Position: HR OFFICER

Signature:

On behalf of:  
Automotive, Food, Metal, Engineering, Printing & Kindred Industrial Union, New South Wales

Name: Stacy Basson Position: STATE ACCOUNTANT

Signature:

Witness:

Name: J. M'CORKEU Position: HR OFFICER

Signature:

On behalf of:  
Local Government Engineers' Association of New South Wales

Name: GARY DE COUCEY Position: CHA. EMP. I. P.F.

Signature:

Witness:

Name: Gary De Coucey Position: Union official

Signature:

On behalf of:  
Environmental Health & Building Surveyors' Association of New South Wales

Name: William Sealey Position: CHA. EMP. I. P.F.

Signature:

Witness:

Name: GARY DE COUCEY Position: CHA. EMP. I. P.F.

Signature: