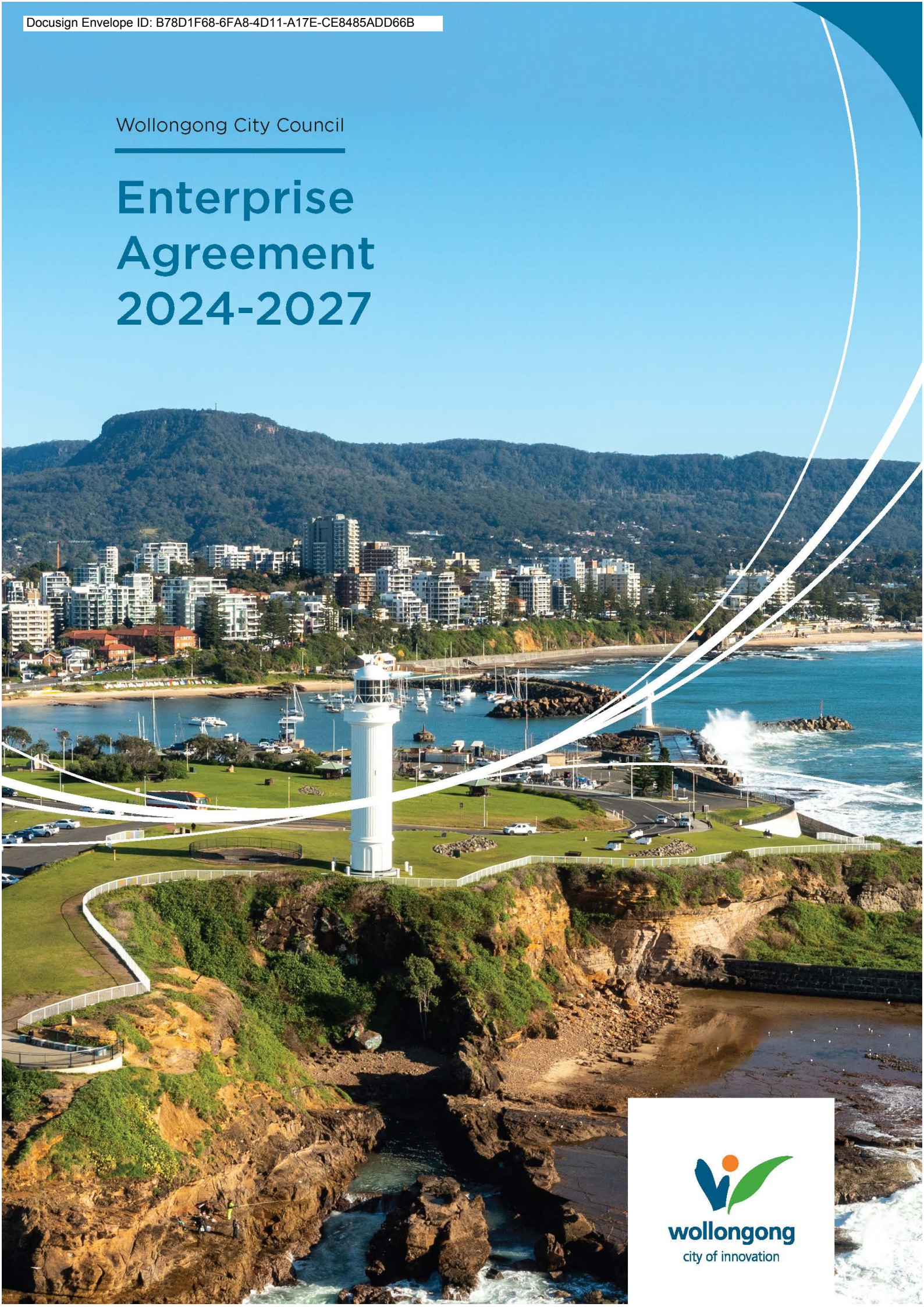


Wollongong City Council

# Enterprise Agreement 2024-2027





**TABLE OF CONTENTS**

<b>SECTION 1</b>	<b>THE AGREEMENT</b> .....	<b>1</b>
1	TITLE.....	1
2	PARTIES BOUND .....	1
3	AREA INCIDENCE AND DURATION .....	1
4	ACKNOWLEDGEMENT OF COUNTRY .....	1
5	PLAIN ENGLISH SUMMARIES .....	2
6	OUR AGREEMENT AND INNOVATION .....	2
7	OUR PARTNERSHIP.....	2
8	OUR PURPOSE, STRATEGY AND VALUES.....	3
9	DIVERSITY, INCLUSION AND BELONGING.....	4
10	OUR COMMITMENTS AND OBJECTIVES.....	5
11	OUR PERFORMANCE.....	6
12	CODE OF CONDUCT.....	7
13	DEFINITIONS .....	7
14	LEAVE RESERVED.....	9
15	PARTIES TO THE AGREEMENT .....	10
<b>SECTION 2</b>	<b>PAY AND BENEFITS</b> .....	<b>11</b>
16	RATES OF PAY.....	11
17	ALLOWANCES .....	14
18	APPRENTICE, CADET, TRAINEE AND JUNIOR RATES – CLASSIFICATIONS AND RATES OF PAY .....	20
19	UNDERGRADUATE DEVELOPMENT PROGRAM (UDP) SALARY PROGRESSION .....	22
20	PAYMENT OF SALARIES, WAGES AND SUPERANNUATION .....	22
21	SALARY REVIEWS .....	23
22	PROFESSIONAL ACCREDITATION.....	23
23	ACCESS TO POOLS FOR TRAINING.....	23
24	LICENCES .....	23
25	REIMBURSEMENT TO EMPLOYEES OF PERSONAL PROPERTY LOSS/THEFT OR DAMAGE .....	23
<b>SECTION 3</b>	<b>EMPLOYMENT TYPES AND CONDITIONS</b> .....	<b>25</b>
26	EMPLOYMENT SECURITY .....	25
27	EMPLOYMENT FLEXIBILITY .....	25
28	EMPLOYMENT ARRANGEMENTS .....	26
29	TEMPORARY INTERNAL MOVEMENTS.....	29
30	LEARNING PATHWAYS.....	29
31	HIGHER GRADE PAY.....	30
32	WEEKEND PENALTY RATES .....	31
33	OVERTIME .....	32
34	HOURS OF WORK .....	33
35	LOCAL AREA AGREEMENTS .....	39
36	VACANCIES.....	41
37	RIGHT TO DISCONNECT.....	41
<b>SECTION 4</b>	<b>EMPLOYEE LEAVE</b> .....	<b>42</b>
38	HOLIDAYS .....	42
39	CALCULATION OF SERVICE .....	43
40	SICK LEAVE.....	44
41	CARER’S LEAVE.....	46

42	ANNUAL LEAVE .....	48
43	LONG SERVICE LEAVE .....	50
44	PARENTAL LEAVE .....	53
45	COMPASSIONATE LEAVE .....	55
46	EMERGENCY SERVICES LEAVE .....	57
47	SPECIAL LEAVE PROVISIONS .....	58
<b>SECTION 5</b>	<b>FLEXIBLE WORKING .....</b>	<b>63</b>
48	FLEXIBLE HOURS OF WORK AND FAMILY FRIENDLY WORKING ARRANGEMENTS .....	63
49	TRANSITION TO RETIREMENT .....	63
50	FLEXTIME .....	63
<b>SECTION 6</b>	<b>WORKPLACE SAFETY AND WELLBEING.....</b>	<b>68</b>
51	HEALTH AND WELLBEING .....	68
52	WORK HEALTH AND SAFETY .....	68
53	PROTECTIVE CLOTHING .....	68
54	WORKERS’ COMPENSATION – CLAIMS .....	69
55	WORKERS’ COMPENSATION – ACCIDENT PAY .....	69
56	WORKPLACE INJURY MANAGEMENT .....	70
<b>SECTION 7</b>	<b>WORKPLACE ISSUES AND DISPUTES .....</b>	<b>70</b>
57	MISCONDUCT AND DISCIPLINARY PROCEDURES .....	70
58	GRIEVANCE PROCEDURES .....	73
59	WORKPLACE INVESTIGATIONS .....	74
60	ABSENCE FROM DUTY .....	74
61	COMPLAINTS AGAINST EMPLOYEES .....	75
<b>SECTION 8</b>	<b>WORKPLACE CHANGE .....</b>	<b>75</b>
62	CHANGE .....	75
63	WORKPLACE CHANGE PROCESS .....	76
64	CHANGE IMPACTS.....	76
<b>SECTION 9</b>	<b>ENDING EMPLOYMENT.....</b>	<b>81</b>
65	RESIGNATION / RETIREMENT / TERMINATION .....	81
<b>SECTION 10</b>	<b>OTHER.....</b>	<b>82</b>
66	UNION REPRESENTATION .....	82
67	UNION MEMBERSHIP .....	83
68	ABSENCE TO ATTEND ANNUAL UNION CONFERENCE.....	83
69	EMPLOYMENT POLICIES .....	84
70	POLICY CHANGE PROCESS .....	84
71	APPOINTMENT .....	85
72	JOB EVALUATION.....	85
73	PERFORMANCE REVIEW PROCESS.....	85
74	MANAGING UNDER PERFORMANCE.....	86
75	ATTENDANCE MANAGEMENT PROGRAM .....	86

## **SECTION 1 THE AGREEMENT**

---

### **1 TITLE**

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

### **2 PARTIES BOUND**

This Agreement has been prepared collaboratively with all Parties to the Agreement working together to consider the provisions of the previous Agreement and to investigate fair and equitable options for each proposed amendment.

It has been the intent of all Parties participating in the development of this Agreement, to ensure that wherever possible provisions are made to support and encourage the ongoing commitment of employees, while ensuring that Council's sustainability is not compromised.

All Parties to the Agreement are committed to cooperating positively to increase the structural efficiency of Council and to provide employees with ongoing employment opportunities.

The Parties to this Agreement are Wollongong City Council (the 'Council') and:

- a) The NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU);
  - b) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch (AMWU);
  - c) The Local Government Engineers Association of New South Wales (LGEA); and
  - d) The Development and Environmental Professionals' Association (DEPA);
- (the 'Unions').

This Agreement is binding on Council, the Unions and employees of Council who are members, or eligible to be members, of one or other of the Unions.

### **3 AREA INCIDENCE AND DURATION**

This Agreement will regulate the terms and conditions of employment for all Wollongong City Council employees and terminates Enterprise Agreement EA21/05 – Wollongong City Council Enterprise Agreement 2021-2024.

This Agreement shall operate on and from the date of certification by Industrial Relations Commission and shall remain in force until 30 June 2027.

### **4 ACKNOWLEDGEMENT OF COUNTRY**

The Parties to this Agreement acknowledge the Traditional Custodians of the land on which our city is built, Dharawal Country. We recognise and appreciate their deep connection to this land, waters and the greater community. We pay respect to Elders past, present and those emerging and extend our respect to all Aboriginal and Torres Strait Islander people who call this city home. We recognise Aboriginal people as the first people to live in the area. We respect their living cultures and recognise the positive contribution their voices, traditions and histories make to the city.

We will continue to work side by side with the local Aboriginal and Torres Strait Islander communities to ensure our actions and behaviours are consistent with our commitment detailed in the Wollongong City Council Reconciliation Action Plan.

## 5 PLAIN ENGLISH SUMMARIES

There are summary paragraphs written in plain English at the start of some of the clauses in this Agreement. These paragraphs should not be regarded as operative terms of the Agreement and are not intended to change the legal effect of any term of the Agreement. The purpose of these summaries is to provide employees with a simple summary of the intent of the provision.

## 6 OUR AGREEMENT AND INNOVATION

As the City of Innovation, Wollongong City Council acknowledges that as a key provider of services to the community, there are opportunities to improve and enhance the way we deliver services. This Agreement supports a culture of performance and innovation at organisational, team and individual levels and provides us with the ability to perform effectively and efficiently in a changing environment. It includes consideration on how we respond to changes to our external environment. It provides for sustainable employment, balanced with responsible management of our resources, including people, budgets and assets.

We challenge the norm and continuously investigate ways to improve the delivery of our services. We actively seek ways to improve workplace practices and processes capitalising on the advantages that technology can provide. We recognise that embracing change is key to the sustainability of our services. We follow our Workplace Change processes in a consultative and timely manner.

Where there is a requirement to implement changes to the workforce structure associated with service delivery changes or technology advancements (including Artificial Intelligence technology), Council's Workplace Change clause of this Agreement will apply.

The Parties are committed to constructive participation in change to increase the productivity, efficiencies and financial sustainability of Wollongong City Council by, for instance:

- a) ensuring the delivery of quality services to the community and continuous improvement; and encouraging innovation through embracing technology; and
- b) Promoting cooperative and open change processes; and
- c) Considering plant selection and utilisation to meet our emissions targets and improvements in productivity; and
- d) Promoting the health and safety of workers and other people in the workplace.

The Parties will establish KPI's to monitor progress against the above which will be reported through the Joint Consultative Committee (JCC).

## 7 OUR PARTNERSHIP

Council and the Unions have a demonstrated history of working collaboratively and cooperatively, in the best interests of our community and our employees. We are committed to preserving this relationship in the interests of the delivery of sustainable community services and sustainable employment. Our approach is a partnership that is built on trust, mutual commitment and mutual benefit. The Agreement has been prepared collaboratively with all Parties working together to develop provisions that support the delivery of services to our community whilst providing fair and attractive employment conditions and benefits.

## 8 OUR PURPOSE, STRATEGY AND VALUES

We are a purpose-led and values-based organisation. The Agreement is aligned to and supports the achievement of our purpose of creating an Extraordinary Wollongong.

Our values are:

**Respect** – inclusive and considerate

**Sustainable** – use our community's resources responsibly

**Courage** – challenge the norm to be better

**Integrity** – honest and reliable

**One Team** – together we deliver excellent service

Our values are not just words on a page. They support us in the achievement of our purpose and are part of everything we do everyday.

We live these through:

- Creating an enabling place that shapes the choices people make in their daily work and encourages collaboration, innovation, interdependence, belonging and inclusion.
- People actively living the values in their everyday work through their behaviours and interactions.
- Organisational practices supporting and enabling people to deliver on the promise of an Extraordinary Wollongong.

We Lead the Way through our commitment to:

- Excellence Everyday
- Inspiring Creativity
- Eyes on the Future



## 9 DIVERSITY, INCLUSION AND BELONGING

We are committed to building a workforce that reflects the diversity of our community and provides an inclusive environment where all people feel as though they belong. We are committed to removing barriers and providing equal access and opportunity for our people to participate and contribute. We respect our people, value their differences and focus on the strengths of our people. We are a leader in our support and advocacy of Diversity, Inclusion and Belonging through the attraction, recruitment and retention of a diverse workforce; empowering and enabling our people; and creating an environment where everyone belongs.

This means we will continue to:

- a) Provide equal remuneration for work of equal or comparable value regardless of gender; and
- b) Maintain and follow policies including, and not limited to Diversity, Inclusion and Belonging; and Bullying, Harassment and Discrimination Prevention Policy.
- c) Provide a Grievance Procedure to resolve complaints, notwithstanding the right of an employee or Council to pursue a matter of discrimination in the relevant State or Federal tribunal.

### 9.1 ANTI-DISCRIMINATION

It is the intention of the Parties to achieve the objective in chapter 1, section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace as defined by the NSW Anti-Discrimination Act 1977.

It follows that in fulfilling their obligations under the Grievance Procedure prescribed by this Agreement the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the Parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- b) offering or providing junior rates of pay to persons under 21 years of age;
- c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the Parties by the legislation referred to in this clause.



## 10 OUR COMMITMENTS AND OBJECTIVES

### 10.1 THE NEGOTIATION AND DEVELOPMENT OF THE PROVISIONS OF THIS AGREEMENT ARE BASED ON THE PRINCIPLES OF:

**Partnership** – The continuation of constructive relationships between management and unions are key to achievement of common goals. We partner and collaborate to achieve common goals and objectives. We will take a pro-active approach to issues as they are raised and work together towards the achievement of common goals.

**Capability** – We are committed to the development of our people. People are critical in delivering services and business outcomes and as such it is important to ensure we have a capable and flexible workforce. We invest in our people by encouraging and supporting ongoing learning and development to maintain and develop the capabilities required to meet current and future organisational, individual or professional needs.

**Safety** – We are committed to fostering a culture of safety and wellness through ongoing demonstration of constructive safety behaviour and leadership. We will provide a safe workplace for all employees. We take an early intervention approach to injury management and provide a supportive environment for staff to recover at work. We continue to develop a holistic wellness and wellbeing program to support a physically and mentally healthy workforce capable of contributing to the achievement of organisational objectives now and into the future.

**Flexibility** – We understand that employees may need support to manage work arrangements with family and personal responsibilities and are committed to help our people achieve a better balance between work and family responsibilities. We are committed to supporting our people to balance work and family commitments by using employment arrangements that help employees manage family and lifestyle commitments while considering business needs.

**Sustainable Employment** – We are committed to being a major employer in the region and to providing employment conditions that are fair and sustainable, with the principle of ‘forced redundancy as a last resort’. We are committed to using our community’s resources wisely through the provision of quality and cost effective service that are delivered by our workforce as a priority.

**Performance** – We are committed to developing a performance-based culture. We deliver on the promises that we make to the community, the measurement and achievement of our KPI’s (outlined below in ‘Our Performance’) supports us in being honest and reliable in our delivery.

**Consultation** - We are committed to the application of genuine and effective consultation and communication processes. The consultative processes under this Agreement are designed to empower local areas to make decisions to achieve flexibility, efficient improvements and competitiveness. Consultation is the process of sharing of information and the exchange of views between management, employees and unions to ensure that a genuine opportunity is provided to contribute effectively to the decision making process. It provides:

- a) Management, employees and unions to have the opportunity to provide input and put forward considered views within identified timeframes.
- b) All affected Parties understand the nature and impact of the change before a final decision on implementation is made.
- c) Consideration being given to the issues and concerns raised by the Parties before a final decision on implementation of change is made.

### 10.2 WE ARE COMMITTED TO THE ACHIEVEMENT OF THE FOLLOWING KEY OBJECTIVES DURING THE LIFE OF THIS AGREEMENT:

The Parties agree that during the life of the Agreement, Council will monitor accumulated staff Long Service Leave balances.

The Parties agree that it is important for staff to maintain a healthy work/life balance which includes taking leave entitlements each year. Taking leave can be beneficial by reducing absenteeism,

increased productivity, improved staff contentment, staff development through leave relief opportunities and reduced leave liability for Council. Significant accumulated leave balances can have a detrimental effect on the wellbeing of an employee along with their work performance. Council is committed to encouraging staff to use leave for the purpose of having a substantial break annually or to take smaller breaks through the year. Strategies to accomplish this may include, but are not limited to:

- a) Utilisation of accrued leave as part of a Transition to Retirement plan.
- b) Increased focus on business units planning staff leave in advance.
- c) Supervisors regularly monitoring leave balances. Supervisors have access to leave balance reports.
- d) Supervisors discussing leave balances and accessing leave with employees.

## 11 OUR PERFORMANCE

Performance indicators are identified in clause 11.1 – Performance Measures. The Parties will cooperate to achieve the targets and shall be used to measure organisational performance over the life of this Agreement.

Productive performance is best measured by a collection of indicators that aim to reflect the total capabilities of the organisation.

The performance indicators and targets 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.

The performance indicators and targets may be amended by 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) A change in policy direction which is established in accordance with the Policy Change Process.
- b) Improved performance as a result of implementation of best practice principles.
- c) The results of benchmarking studies. This will assist in identifying industry standards as well as priority areas for further benchmarking studies.
- d) Changes in the external operating environment.

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

### 11.1 PERFORMANCE MEASURES

#### a) Sick Leave

Description

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

Indicator

Equivalent days per person per annum.

Target

- 1/7/2024 – 7 equivalent days

- 1/7/2025 – 7 equivalent days
- 1/7/2026 – 7 equivalent days

### b) Carer's Leave

#### Description

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

#### Indicator

Equivalent days per person per annum.

#### Target

- 1/7/2025 – 0.3 equivalent days
- 1/7/2026 – 0.3 equivalent days
- 1/7/2027 – 0.3 equivalent days

### c) Work Health and Safety

#### Description

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

#### Indicator

Lost Time Frequency Rate (LTFR) – Measures the number of lost time injuries for every one million hours worked by employees. This is calculated on a rolling 12 month basis which is cumulative and then annualised for the period.

Lost Work Days Due to Lost Time Injuries (LTI) – Measure shows total number of work days/shifts lost as a result of all LTIs and includes new lost time injury accident days and accident days lost due to recurrence.

#### Target

- Target for both LTFR and LTI is zero.

## 12 CODE OF CONDUCT

Council's Code of Conduct is not incorporated in this Agreement. For information refer to Council's Code of Conduct.

## 13 DEFINITIONS

13.1 **Agreement** means Wollongong City Council Enterprise Agreement

13.2 **Casual Employment** means an employee engaged on a day-to-day basis.

13.3 **CATS** means Cadets, Apprentices, Trainees and School Based Students

13.4 **Council** means Wollongong City Council

13.5 **Parties** means Council and Unions

13.6 **Part-Time Employment** means employment where normal hours are less than 35 hours per week

**13.7 Seasonal Employees** means there is work that Council requires to be performed during different times of the year.

Seasonal employees (not including casuals) for the purpose of this Agreement shall mean employees employed to perform such work during:

- a) a season, or seasons, or
- b) for a defined period of no more than 40 weeks, (known as the engagement season).

Council may elect to engage such employees on a permanent contract to again work the following season, seasons or defined period, under a permanent seasonal contract (see clause 28.5 Permanent Seasonal Employment).

Council will not engage seasonal employees in a manner as such to replace existing permanent positions within the organisational structure without prior consideration and endorsement of Council's Executive Management Committee (EMC). Following EMC endorsement, the Workplace Change clause of this Agreement will apply and relevant Unions will be notified as it will be deemed a significant effect changing the structure and design of the workforce. Where Council seeks to engage new seasonal positions, it will first notify the union.

**13.8 Significant Effects include:**

- a) Termination of employment; or
- b) Major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- c) The loss of or reduction in, job or promotion opportunities or job tenure; or
- d) The alteration of hours of work; or
- e) The need for employees to be retrained or transferred to other work or locations; or
- f) Job restructuring.

Provided that where the Agreement makes provision for the alteration of any of the above such alteration shall be deemed not to have significant effect.

**13.9 Term Contract Employment** means employment for a period of up to five (5) years.

**13.10 UDP** means Undergraduate Development Program

**13.11 Unions** means:

- a) The Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU);
- b) Automotive, Foods, Metal, Engineering, Printing and Kindred Industries Union, New South Wales Branch (AMWU);
- c) The Local Government Engineers Association of New South Wales (LGEA); and
- d) The Development and Environmental Professionals' Association (DEPA).

## **14 LEAVE RESERVED**

### **14.1 FOUR DAY WEEK**

The Parties to the Agreement agree to commence a review of the viability of a four (4) day working week for some or all employees with coverage under the Agreement. The Parties agree some positions may not be viable for participation in a four (4) day working week with respect to the nature of the role, level of responsibility, ability to deliver services to the community, and other reasonable business reasons that will be determined by the Parties. The Parties agree that operational and financial sustainability must be maintained, with no detrimental impact to the service levels for the community. Consideration of a four (4) day working week will include reviewing opportunities to assess business efficiencies and outcomes and will be completed through open and transparent conversation between the Parties. Where agreement is reached, leave is reserved for the Parties to vary the Agreement accordingly.

### **14.2 SHIFT PENALTIES**

The Parties to the Agreement agree to commence a review of the shift penalties prescribed at clause 17.2 - Shift Allowance of the Agreement. The review will include consideration of any agreement (if reached) by the Parties to the Local Government (State) NSW Award in respect to its Leave Reserved item clause 46 (xii). Where agreement is reached, leave is reserved for the Parties to vary the Agreement accordingly.

### **14.3 HOURS OF WORK**

The Parties to the Agreement agree to commence a review of the hours of work prescribed at clause 34 (Hours of Work) of the Agreement. The intention of the review will be to include the ability for salary staff, upon their request, to be provided flexibility to work outside the specified core hours without entitlement to any otherwise applicable penalties or similar. The review will also have the intention of redesigning the hours of work clause to provide simplified drafting of existing provisions to assist clarity and understanding without changing the intent. Where agreement is reached, leave is reserved for the Parties to vary the Agreement accordingly.

### **14.4 FLEXIBLE WORKING**

The Parties to the Agreement agree to commence a full review of the flexible working provisions prescribed at SECTION 5 of the Agreement – Flexible Working. The intention of the review is to ensure Council's flexible working options are contemporary and reflective of current or desired business practices. This review will include re-drafting of the Flexitime provision including any agreed changes to its future application. Where agreement is reached, leave is reserved for the Parties to vary the Agreement accordingly.

### **14.5 REVIEW AND RE-DRAFTING OF AGREEMENT**

The Parties to the Agreement agree to review and re-draft the Agreement without changing the intent or effect of any provisions. The intent is to re-draft the Agreement to assist clarity and consistency of its application. Where agreement is reached, leave is reserved for the Parties to vary the Agreement accordingly.

### **14.6 ORDINARY PAY**


The Parties to the Agreement agree to introduce an ordinary pay definition following review of the relevant sections within the Agreement. Where agreement is reached on the definition, leave is reserved for the Parties to vary the Agreement accordingly.


# 2024 – 2027 ENTERPRISE AGREEMENT

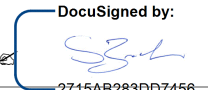
## 15 PARTIES TO THE AGREEMENT

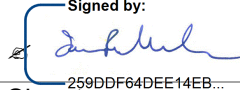
**SIGNED** for and on behalf of:

WOLLONGONG CITY COUNCIL:			
Greg Doyle	General Manager		23 August 2024
Name	Position	Signature	Date

NSW LOCAL GOVERNMENT, CLERICAL, ADMINISTRATIVE, ENERGY, AIRLINES AND UTILITIES UNION:			
CRAIGIE KELLY	GENERAL SECRETARY		28 AUGUST 2024
Name	Position	Signature	Date

AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION, NEW SOUTH WALES BRANCH:			
Brad Pidgeon	Acting State Secretary		26 August 2024
Name	Position	Signature	Date

LOCAL GOVERNMENT ENGINEER'S ASSOCIATION OF NSW:			
Gordon Brock	Director		26 August 2024
Name	Position	Signature	Date

THE DEVELOPMENT AND ENVIRONMENTAL PROFESSIONALS' ASSOCIATION:			
Ian Robertson	Secretary		23 August 2024
Name	Position	Signature	Date

## SECTION 2 PAY AND BENEFITS

### 16 RATES OF PAY

Reference to the principles of the Single Salary Band should be made to previous Enterprise Agreements.

#### 16.1 WAGE AND SALARY MOVEMENTS

- An increase of \$4,000 to each pay grade or 4% to wages and salaries, whichever is greater, effective 1 July 2024.
- An increase of 3.75% to wages and salaries effective 1 July 2025.
- An increase of 3.25% or the Local Government (State) Award NSW figure to wages and salaries, whichever is greater, effective 1 July 2026\*.

#### 16.2 MOVEMENTS TO ALLOWANCES

Allowances will increase in line with the percentage Wage and Salary Movements specified in 16.1 above unless otherwise specified within the Agreement.

#### 16.3 PAY SCHEDULES

Grade	1/07/2024	1/07/2025	1/07/2026*
1	\$64,284.32	\$66,694.98	Pending
2	\$65,188.33	\$67,632.89	Pending
3	\$66,106.13	\$68,585.11	Pending
4	\$67,037.65	\$69,551.56	Pending
5	\$67,982.98	\$70,532.34	Pending
6	\$68,943.10	\$71,528.47	Pending
7	\$69,916.84	\$72,538.72	Pending
8	\$70,905.52	\$73,564.48	Pending
9	\$71,909.03	\$74,605.62	Pending
10	\$72,927.80	\$75,662.59	Pending
11	\$73,961.73	\$76,735.29	Pending
12	\$75,011.15	\$77,824.07	Pending
13	\$76,076.51	\$78,929.38	Pending
14	\$77,157.66	\$80,051.07	Pending

2024 – 2027

ENTERPRISE AGREEMENT

Grade	1/07/2024	1/07/2025	1/07/2026*
15	\$78,255.78	\$81,190.37	Pending
16	\$79,368.86	\$82,345.19	Pending
17	\$80,499.51	\$83,518.24	Pending
18	\$81,646.60	\$84,708.35	Pending
19	\$82,811.49	\$85,916.92	Pending
20	\$83,993.21	\$87,142.96	Pending
21	\$85,194.60	\$88,389.40	Pending
22	\$86,411.26	\$89,651.68	Pending
23	\$87,648.31	\$90,935.12	Pending
24	\$88,902.61	\$92,236.46	Pending
25	\$90,176.27	\$93,557.88	Pending
26	\$91,467.87	\$94,897.92	Pending
27	\$92,780.59	\$96,259.86	Pending
28	\$94,112.53	\$97,641.75	Pending
29	\$95,464.18	\$99,044.09	Pending
30	\$96,835.53	\$100,466.86	Pending
31	\$98,228.47	\$101,912.04	Pending
32	\$99,642.06	\$103,378.64	Pending
33	\$101,076.31	\$104,866.67	Pending
34	\$102,533.28	\$106,378.28	Pending
35	\$104,011.19	\$107,911.61	Pending
36	\$105,571.25	\$109,530.17	Pending
37	\$107,155.11	\$111,173.43	Pending
38	\$108,762.52	\$112,841.12	Pending
39	\$110,392.98	\$114,532.72	Pending



# 2024 – 2027 ENTERPRISE AGREEMENT

Grade	1/07/2024	1/07/2025	1/07/2026*
40	\$112,049.71	\$116,251.58	Pending
41	\$113,730.45	\$117,995.34	Pending
42	\$115,436.00	\$119,764.85	Pending
43	\$117,167.55	\$121,561.34	Pending
44	\$118,925.45	\$123,385.15	Pending
45	\$120,709.43	\$125,236.03	Pending
46	\$122,520.08	\$127,114.58	Pending
47	\$124,357.47	\$129,020.87	Pending
48	\$126,222.84	\$130,956.20	Pending
49	\$128,116.62	\$132,921.00	Pending
50	\$130,037.53	\$134,913.94	Pending
51	\$131,988.86	\$136,938.45	Pending
52	\$133,968.81	\$138,992.64	Pending
53	\$135,978.07	\$141,077.24	Pending
54	\$138,016.29	\$143,191.90	Pending
55	\$140,087.74	\$145,341.03	Pending
56	\$142,188.98	\$147,521.06	Pending
57	\$144,322.00	\$149,734.07	Pending
58	\$146,487.41	\$151,980.69	Pending
59	\$148,684.60	\$154,260.27	Pending
60	\$150,914.65	\$156,573.95	Pending
61	\$153,178.02	\$158,922.20	Pending
62	\$155,476.12	\$161,306.48	Pending
63	\$157,807.70	\$163,725.49	Pending
64	\$160,175.48	\$166,182.06	Pending
65	\$162,576.88	\$168,673.51	Pending

**2024 – 2027****ENTERPRISE AGREEMENT**

Grade	1/07/2024	1/07/2025	1/07/2026*
66	\$165,016.50	\$171,204.62	Pending
67	\$167,491.95	\$173,772.90	Pending
68	\$170,003.84	\$176,378.98	Pending
69	\$172,554.14	\$179,024.92	Pending
70	\$175,142.19	\$181,710.02	Pending
71	\$177,768.77	\$184,435.10	Pending
72	\$180,436.18	\$187,202.54	Pending
73	\$183,142.74	\$190,010.59	Pending
74	\$185,889.69	\$192,860.56	Pending
75	\$188,677.63	\$195,753.04	Pending
76	\$191,507.83	\$198,689.37	Pending
77	\$194,380.44	\$201,669.71	Pending
78	\$197,313.54	\$204,712.80	Pending

**16.4 SALARY SACRIFICING**

Agreement may be reached in line with legislative requirement between employees and Council to salary sacrifice in order that payments can be made at a pre-taxed rate of pay. A minimum of \$50 net pay must remain after the salary sacrifice. Employees are encouraged to seek financial advice to ensure that they understand what will be the effect of salary sacrificing.

**17 ALLOWANCES**

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

**17.1 FIRST AID ALLOWANCE**

An employee who is the holder of the appropriate St John's Ambulance Certificate or equivalent and who is the designated First Aid Officer appointed by Council for a team, floor, facility, building etc, will be eligible to apply for first aid allowance in accordance with the 17.12 - Allowance Schedule subject to the following:

- a) The allowance is only payable where the employee is available at the required location, determined by Council, to provide first aid. If the employee is working from another location or on leave, they will not be eligible for the allowance.

This clause shall not apply where it is a requirement of the position for the employee to hold an appropriate first aid qualification and perform first aid duty of which their remuneration compensates.

The allowance is payable on a weekly basis for wages employees.

The allowance is payable on a daily basis for salaried employees.

Having the appropriate first aid certificate does not automatically entitle an employee to receive the allowance.

**17.2 SHIFT ALLOWANCE**

Any employee required to work ordinary hours on shift work commencing and/or concluding outside the parameters of their designated spread of hours (refer to clause 34 – Hours of Work Hours of Work) will be paid a shift allowance in accordance with the following:

- Current employees will be classified as Present Occupant Only (POO) and will be entitled to a \$20 shift allowance payment for the currency of their period of their employment.
- The \$20 payment is frozen and will not be increased in the future.

For a POO whose regular weekly work arrangements means they receive a higher shift payment under the 20% payment they will automatically be paid in accordance with the 20% calculation.

For a POO whose work outside the 6am to 6pm spread can change they will receive the higher of \$20 or the 20% calculation.

A POO can choose to permanently move to a 20% shift calculation but they cannot move back to the \$20 payment at a later date.

All employees who commence after 1 July 2009 will receive a shift payment based on the 20% calculation.

The 20% shift payment is calculated on 20% of the hourly rate of the employee for the actual time worked outside the employees designated spread of hours.

For employees commencing permanent employment on or after 1 July 2015, no shift allowance is paid where a person receives overtime payment for the time worked outside their designated spread or is paid penalty payments for a weekend or public holiday.

Employees engaged from 1 July 2015 in the following functions will be entitled to a shift penalty, as outlined above, in addition to the ordinary hourly rate of pay for the time worked outside the following times:

Function	Span
Ranger Services	5am – 10pm
Libraries	8am – 9pm
Cleaners	5am – 9pm
Leisure Centres	5am – 11pm
Pools	5am – 11pm
Tourist Parks	6am – 9pm
Art Gallery	6am – 6pm

The ordinary hours for employees working in the above listed functions shall be performed between Monday and Sunday.

### 17.3 TRANSITIONAL ARRANGEMENTS

Employees commencing in positions in the abovementioned functions prior to 1 July 2015 will retain the 6am to 6pm spread of hours unless they advise otherwise. If the employee changes to the new spread of hours they cannot move back at a later date.

### 17.4 LANGUAGE AIDE ALLOWANCE

An employee, who is recognised by Council as a Language Aide, will be paid a weekly allowance in accordance with the 17.12 - Allowance Schedule.

### 17.5 TOOL ALLOWANCE

Subject to the employee maintaining an adequate kit of tools relating to their trade, a tool allowance will be paid in accordance with the allowance schedule.

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

### 17.6 ON CALL

An employee shall be deemed to be on call if required by Council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work and/or supervise the call out of other employees. Employees who are required to be on call are not required to remain at their usual place of residence or other place appointed by Council. However, an on call employee must be contactable via phone, fit for work and able to respond in a timely manner.

Employees who are repeatedly unable to respond in a timely manner may, at the discretion of the Divisional Manager, be removed from an on call roster.

Emergency and/or breakdown work includes returning to safe and proper operating conditions of any plant and equipment which has failed, or is likely to fail, or performing maintenance work, which is of such an urgent nature that if not carried out, or temporary repairs are not affected, may have serious consequences for Council's operations. It also includes emergency work related to alleviating distress or hardship, and without limiting this generality includes noise complaints and matters related to public health and safety.

#### 17.6.1 On Call Allowance

An employee who is the nominated person to be on call in accordance with clause 17.6 - On Call, will be paid in accordance with clause 17.12 - Allowance Schedule. Where an employee is not rostered to be on call for a full working week, the applicable daily rate will be paid.

Allowance Schedule explanatory note:

- a) **Ordinary Working Days** - employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, shall be paid an on call allowance at a rate set out in clause 17.12 - Allowance Schedule of this Agreement for each such day the employee is required to be on call.
- b) **Other Days** - employees required to be on call on days other than their ordinary working days shall be paid an on-call allowance at a rate set out in clause 17.12 - Allowance Schedule of this Agreement for each such day the employee is required to be on call.
- c) **Maximum Weekly** - The on call allowances in subclause 17.6.1 (a) and 17.6.1 (b) of this clause shall not total more than the 'Maximum Weekly' rate set out in clause 17.12 - Allowance Schedule of this Agreement for any one week.

#### 17.6.2 Call Out Payment

In the event an employee who is the nominated person on call is required to attend a worksite or is recalled to work after leaving their place of work to attend emergency and/or breakdown work and/or

supervise the call-out of other employees who are undertaking emergency and/or breakdown work, remuneration and conditions will be in accordance with clause 33 – Overtime.

On call employees are not subject to the minimum payment provisions of a public holiday. For each public holiday an employee is required to be on call, the employee shall be granted one-half day's leave to be taken at an agreed time. Notwithstanding this, where there is prior agreement, Council may pay the employee an additional one-half day's ordinary pay in lieu of the one-half day's leave. For the avoidance of doubt, this payment will not be at public holiday rates.

## 17.7 REMOTE RESPONSE

17.7.1 An employee who is in receipt of an On Call Allowance and available immediately to:

- a) respond to phone calls or messages;
- b) provide advice ('phone fixes');
- c) arrange call out/rosters of other employees; and
- d) remotely monitor and/or address issues by remote telephone and/or computer access, will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where the employee is recalled to work.

17.7.2 An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

17.7.3 The employer may, by agreement make an average payment equivalent to an agreed period of time per week where the employee is regularly required to remotely respond as defined in subclause 17.7.1 of this clause.

## 17.8 EXHUMATIONS ALLOWANCE AND VAULT TRANSFER ALLOWANCE

Employee's involvement in an exhumation or vault transfer will be on a voluntary basis and will attract an allowance in accordance with the Allowance Schedule. Procedures for exhumation and vault transfers are according to the procedure statement within Council's Wollongong Memorial Gardens, Crematorium and Cemeteries Operations Management policy.

## 17.9 MOBILE TELEPHONE ALLOWANCE (BYOD)

Some employees may be required by Council to use a mobile phone to perform their role. Where this requirement exists, employees who use their privately owned mobile phone, may be entitled to receive an allowance for some of the cost per clause 17.12 Mobile Telephone (BYOD) (Bring Your Own Device) of the Allowance Schedule. If the requirement to use a mobile phone to perform the employee's role changes, the employee will be advised in writing, and they will no longer be entitled to receive the allowance.

Approval of the BYOD allowance will be at the discretion of the Divisional Manager.

## 17.10 VEHICLE ALLOWANCE - PROVISION OF EMPLOYEE'S VEHICLE

Where, by agreement, Council requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, the employee will be paid an allowance for each kilometre of authorised travel as follows:

- a) internal combustion motor vehicle 2.5 litres (normal engine capacity) and over – refer to Allowance Schedule in clause 17.12;
- b) internal combustion motor vehicle under 2.5 litres (normal engine capacity) – refer to Allowance Schedule 17.12;
- c) hybrid vehicle – refer to Allowance Schedule 17.12;

- d) electric vehicle – refer to Allowance Schedule 17.12;.

Council may require an employee to record full details of all such official travel requirements in a log book.

### 17.11 TRAVELLING

Where employees are requested to use their own vehicles to attend a training course, those employees are entitled to payment of a travelling allowance for the difference in kilometres from what would normally be incurred to attend work and that which has been incurred.

Where employees are required to start and/or finish at a location away from their normal place of work for the purpose of attending a compulsory training course; and where the travel time is deemed excessive, employees shall be entitled to time in lieu or Flextime for those hours deemed excessive.

Where a wages employee is directed to work at another work location on a temporary basis and to use their own vehicle they will be entitled to the payment of mileage incurred greater than 64 kilometres calculated over a week.

Where a salaried employee is directed to work at another work location on a temporary basis and to use their own vehicle they will be entitled to the payment of mileage incurred greater than 38 kilometres calculated over a week.

Calculation of kilometres for both wages and salaried employees will be on the following basis:

- a) An employee may only claim kilometres travelled within the Wollongong LGA;
- b) An employee may only claim travel if their new place of work puts them at an initial disadvantage, i.e. if they are required to travel a distance that is in excess of the distance that they usually travel.

Calculation of kilometres will be based upon the most direct route to the place of work from the employee's place of residence.

Such kilometres will be paid at the appropriate rate stated in clause 17.10 – Provision of Employee's Vehicle for use of own vehicle for official business use and recorded on timesheets or other pay records.

Travel allowance is not payable to an employee who has been permanently relocated.

Seasonal employees do not have a normal place of work. They may work at different locations during the season. As such the travel allowance is not payable to a seasonal employee when the work location is changed on 7 days' notice.

# 2024 – 2027 ENTERPRISE AGREEMENT

## 17.12 ALLOWANCE SCHEDULE

Allowance	Frequency	1/07/2024	1/07/2025	1/07/2026**
First Aid	Wages Employees - Weekly	\$25.62	\$26.58	Pending
	Salaried Employees - Daily	\$5.12	\$5.32	Pending
Language Aid	Weekly	\$30.14	\$31.27	Pending
Tool	Weekly	\$40.66	\$42.19	Pending
On Call	Per Day – Ordinary Working Days	\$24.00	\$25.00	Pending
	Per Day – On Other Days	\$48.00	\$50.00	Pending
	Maximum Weekly	\$216.00	\$225.00	Pending
Exhumation	Per Occurrence	\$698.38	\$724.57	Pending
Vault Transfer	Per Occurrence	\$116.42	\$120.78	Pending
Meal	Per Shift	\$24.44	\$25.36	Pending
Meal Thereafter	Per Shift	\$25.63	\$26.59	Pending
Mobile Telephone (BYOD)	Weekly	\$8.00	\$8.30	Pending
Int. combustion Vehicle - 2.5 litres and over*	Cents per km	\$0.98 p.km	Pending	Pending
Int. combustion Vehicle - Under 2.5 litres*	Cents per km	\$0.83 p.km	Pending	Pending
Hybrid Vehicle*	Cents per km	\$0.64 p.km	Pending	Pending
Electric Vehicle*	Cents per km	\$0.44 p.km	Pending	Pending

\* Allowances in above table will be varied in accordance with Enterprise Agreement variations, with the exception of the On Call Allowance and Vehicle Allowances cents per km which are varied in accordance with Table 2 Allowances of the Local Government (State) Award NSW as varied or succeeded from time to time.

\*\* From 1 July 2026 – increase of 3.25% or Year 1 of the NSW Local Government (State) Award figure, whichever is greater.

### 17.13 CIVIL LIABILITY – ENGINEERING PROFESSIONALS

- a) Subject to this clause, engineering professionals directly involved in the application of engineering principles to the asset management of Council's assets that give rise to liability under the Civil Liability Act 2002 (NSW) shall be paid a 3.5% allowance in addition to the weekly salary system rate of pay.
- b) This allowance was introduced to ensure that engineering professionals whose work value had changed in response to the Civil Liability Act 2002 (NSW) are paid for that change in work value. This allowance applies to functional management positions as well as engineering professionals working in asset management at the operational level.
- c) This allowance is not payable where such responsibilities and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by Council.
- d) Direct involvement in the application of engineering principles to the management of Council's assets includes:
  - the planning for;
  - designing;
  - maintenance;
  - replacing;
  - rehabilitation of;
  - disposing of;
  - Council's assets which may give rise to liability under the Civil Liability Act 2002 (NSW).
- e) From 1 January 2015, claims for the payment of the Civil Liability Allowance under this clause shall be made within 30 days of the work being performed, and any claims for back-payment of the Civil Liability Allowance shall be limited to the date on which the employee made the claim. This sub clause does not apply where it can be demonstrated that the employer incorrectly made representations to an employee that the civil liability allowance had already been paid for in accordance with their rate of pay and/or the salary system established by Council.
- f) The Parties to the Agreement acknowledge that implementation of this allowance has been guided by the Joint Statement on the Implementation of the Civil Liability Allowance issued by the industry Parties in October 2007. The Parties remain committed to this document as a guide for the application of the allowance.

## 18 APPRENTICE, CADET, TRAINEE AND JUNIOR RATES – CLASSIFICATIONS AND RATES OF PAY

### 18.1 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 Employment Policies and Procedures – Learning and Capability Policy.

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



# 2024 – 2027 ENTERPRISE AGREEMENT



Cadets and apprentices are eligible for progression through incremental pay scale on their anniversary date. This increase is granted subject to achieving the expected level of performance and capability requirements for the position over the period of review and in their university or TAFE studies as indicated by academic results.

### 18.1.1 Apprentices Certificate Level

Grade	1/07/2024	1/07/2025	1/07/2026*
1	\$925.32	\$960.02	Pending
2	\$1,053.14	\$1,092.63	Pending
3	\$1,139.98	\$1,182.73	Pending
4	\$1,252.56	\$1,299.53	Pending

\* From 1 July 2026 – increase of 3.25% or Year 1 of the NSW Local Government (State) Award figure, whichever is greater.

### 18.1.2 Cadets Associate Diploma and Degree

Grade	Level	1/07/2024	1/07/2025	1/07/2026*
1	Associate Diploma Commencement Rate	\$1,029.80	\$1,068.41	Pending
2	Degree Commencement Rate	\$1,102.03	\$1,143.36	Pending
3		\$1,196.78	\$1,241.66	Pending
4		\$1,293.56	\$1,342.07	Pending
5		\$1,348.73	\$1,399.31	Pending
6		\$1,373.10	\$1,424.59	Pending
7		\$1,401.49	\$1,454.04	Pending

\* From 1 July 2026 – increase of 3.25% or Year 1 of the NSW Local Government (State) Award figure, whichever is greater.

## 18.2 TRAINEES

Aligned to Year 12 rate for government funded trainees in the NSW Local Government (State) Award.

### 18.3 YOUTH (<21 YEARS OLD)

Level	1/07/2024	1/07/2025	1/07/2026*
Year 1	\$961.92	\$997.99	Pending
Year 2	\$1,023.66	\$1,062.04	Pending
Year 3	\$1,109.70	\$1,151.32	Pending
Year 4	\$1,201.44	\$1,246.50	Pending

\* From 1 July 2026 – increase of 3.25% or Year 1 of the NSW Local Government (State) Award figure, whichever is greater.

## 2024 – 2027 ENTERPRISE AGREEMENT

### 19 UNDERGRADUATE DEVELOPMENT PROGRAM (UDP) SALARY PROGRESSION

Council has the ability to employ students completing an undergraduate degree. All UDPs will be employed in accordance with the agreed policy and current legislative requirements. This section should be read in conjunction with Council's Employment Policies and Procedures - Learning and Capability Policy.

Progression through the salary range will be through satisfactory performance and achieving academic requirements throughout the year. If the employee fails to achieve academic requirements, they cannot increment to the next salary level. UDPs will enter the organisation at Grade 1 and should have a range that takes them within reach of the Accounting Assistant entry level of Grade 19 over time.

The salary progression model for UDPs is as follows:

Grade	UDP Year
1	Commencement of Year 1
5	Completion of Year 1
10	Completion of Year 2
15	Completion of Year 3

Further increments will be assessed in accordance with Council's salary progression process. The employee will be required to demonstrate that they are consistently exceeding expected levels of performance to progress from Grade 15 to Grade 19.

### 20 PAYMENT OF SALARIES, WAGES AND SUPERANNUATION

#### 20.1 OVERPAYMENT OF SALARIES AND WAGES

If an overpayment of an employee's salary occurs the employee will be required to make a weekly repayment of minimum 5% of their base salary until the full amount is repaid. If an employee demonstrates they will incur financial hardship by incurring the repayment, discussions will take place about other repayment arrangements.

#### 20.2 PAYMENT OF SALARIES AND WAGES

Employees will be paid by Electronic Fund Transfer to their nominated account. Notwithstanding unforeseen circumstances, Council will release the funds prior to the designated Thursday pay day.

Financial institutions may allow employee's access to their pay prior to the designated pay day, however, Council does not have any responsibility other than ensuring the funds can be accessed on the designated Thursday pay day.

#### 20.3 SUPERANNUATION

The Parties agree that the Local Government Superannuation Scheme is the preferred provider for superannuation contributions made by Council.

#### 20.4 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 pay after consultation.

## **21 SALARY REVIEWS**

The Parties recognise the need to retain and motivate employees through recognition and remuneration commensurate with skill level and performance. Salary Reviews provide management and employees with clear guidelines to be applied equitably and consistently across the organisation. They also provide a mechanism for employees and supervisors to ensure employees are paid at a level reflective of their contribution within their salary band range.

For information refer to Employment Policies and Procedures – Salary Review Procedure.

## **22 PROFESSIONAL ACCREDITATION**

Where an employee is required by Council to hold an accreditation, Council shall:

- a) pay the cost of accreditation fees and compulsory continued professional development training/course fees; and
- b) grant leave, without loss of pay, to attend course requirements.

Subclause 22(a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.

## **23 ACCESS TO POOLS FOR TRAINING**

Seasonal Ocean Lifeguards (not including casuals) who are invited to return to the next season will have access to pools for training free of charge.

## **24 LICENCES**

### **24.1 REIMBURSEMENT OF DRIVER'S LICENCE**

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.

Employees must make application on the appropriate form to their Divisional Manager to demonstrate how they meet the requirement for reimbursement.

## **25 REIMBURSEMENT TO EMPLOYEES OF PERSONAL PROPERTY LOSS/THEFT OR DAMAGE**

### **25.1 REIMBURSEMENT**

Council will reimburse an employee for loss or damage to tools or personal items (listed in table 25.1.1) occurring at work, provided:

- a) The loss or damage arose as a consequence of the tools or personal item being required for the performance of the employee's duties. Council will not compensate an employee for loss or damage to tools or personal item that are not required for the performance of the employee's duties.
- b) The employee can demonstrate that he or she took all reasonable care to protect the tool or personal item against damage or loss.
- c) The tool or personal item was located in, or was being used in the workplace when lost or damaged.

## 2024 – 2027 ENTERPRISE AGREEMENT

- d) Council may at its discretion, replace the lost or damaged item rather than reimburse the employee.
- e) If the employee claims the tool or personal item has been stolen, he or she must report the theft to the police and provide a copy of that report to his or her Divisional Manager prior to making any claim in accordance with this clause.

**25.1.1** For the purpose of this clause personal items are set out in the following table and may be claimed up to a maximum value as listed below.

Items	\$ Claim 1/07/2024	\$ Claim 1/07/2025	\$ Claim 1/07/2026*
Work Bag (maximum claim)	\$139.68	\$144.91	Pending
Street Clothes – Shirt/Blouse (per item)	\$93.14	\$96.63	Pending
Trousers/Skirt/Slacks	\$139.68	\$144.91	Pending
Pullover	\$116.31	\$120.67	Pending
Watch	\$138.47	\$143.66	Pending
Shoes	\$139.68	\$144.91	Pending
Sunglasses	\$186.20	\$193.18	Pending
Towel	\$46.34	\$48.08	Pending
Lunch Box	\$11.18	\$11.60	Pending
Thermos Flask	\$22.70	\$23.55	Pending
Optical Prescription Sight Correction Glasses, including appropriate tint	Net cost only	Net cost only	Pending
Wetsuits	\$341.90	\$354.72	Pending
Wet Weather Clothes – Coat/Trousers	\$79.85	\$82.84	Pending

\* From 1 July 2026 – increase of 3.25% or Year 1 of the NSW Local Government (State) Award figure, whichever is greater.

**25.1.2** Where a Council Ocean Lifeguard 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 Ocean Lifeguards will only be accepted when those officers are authorised by their Divisional Manager to use their own wet suits when operating inflatable rubber boats or jet skis.

### 25.2 SPECIAL CIRCUMSTANCES

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 are approved by the Divisional Manager 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.

Claims for loss must be submitted to the Divisional Manager.

The Divisional Manager will assess the claim and determine reimbursement according to the above schedule.

## SECTION 3 EMPLOYMENT TYPES AND CONDITIONS

### 26 EMPLOYMENT SECURITY

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

- a) Wollongong City Council is committed to providing ongoing employment for people who demonstrate a commitment to satisfactory performance.
- b) This commitment to providing ongoing employment is supported by recognising the need for workplace reform, competitive service provision and best practice.
- c) Wollongong City Council has a preference to continue to be a major employer in the region through achieving sustainable and competitive service delivery.
- d) In realising the objectives of this Agreement, it is understood that improvements in productivity, efficiency, and reliability will have a direct effect on enhancing ongoing employment for Council employees.
- e) Where the employee's role is altered or varied due to workplace change, Wollongong City Council is committed to explore redeployment and/or retraining opportunities suitable for such employees. The employee may be offered, or the employee may enquire, if Voluntary Redundancy is available in accordance with the Voluntary Redundancy provisions.
- f) Council is committed to the principle of 'forced redundancy as a last resort'. Council will actively work with surplus employees within the 12 month period following a decision that displaces the employee to retrain or redeploy them within Council.

### 27 EMPLOYMENT FLEXIBILITY

Council is committed to ensuring that, as far as operationally possible, the workplace accommodates the reasonable requirements of employee's work, life and family responsibilities to enable employees to manage work with their other life activities while they achieve their work objectives. Flexibility will be considered where the business needs can continue to be met and there are real benefits to both the employee and Council.

Council recognises that employees need support to be able to combine their work arrangements with their family responsibilities. A key objective of this Agreement is to provide fair and equitable access to flexible working arrangements to make attendance at work more harmonious for employees with family responsibilities.

Flexible hours may involve changing starting and finishing times, rostered days, shift work, Flextime, staggered hours, compressed working weeks and a range of other flexible working practices including longer or shorter working weeks. In addition, family friendly arrangements such as flexible work schedules, flexible leave arrangements, paid and unpaid Parental Leave, Carer's Leave, and employee information and referral programs contribute to making work an easier place for employees with family responsibilities. To enhance the family friendly working environment Council will ensure that all leave policies are applied with fairness and equity.

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

#### 27.1 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 ongoing basis (refer to Employment Policies and Procedures – Job Sharing Guidelines).

## 27.2 EMPLOYEE ROTATION AND SECONDMENT

Employee rotation and secondment is an arrangement whereby employees are provided with an opportunity to perform a range of different job roles for agreed periods of time. Where an employee applies for a secondment outside their Division, the employee shall advise their Divisional Manager prior to making application. In accordance with the Temporary Transfer of Employees policy, the Divisional Manager may discuss this with the employee (refer to Employment Policies and Procedures – Temporary Transfer of Employees and Lateral Transfer).

Where an Expression of Interest is undertaken it will be advertised for a minimum of one (1) week.

## 27.3 CHANGING POSITIONS

Council recognises employees need to manage the demands of work with their other life activities. Where business and individual needs can continue to be met and there are benefits to both Council and the employee, Council through mutual negotiation with the employee and the union, will support a permanent employee who requests a permanent move to a lower paid position due to personal reasons not relating to a disciplinary, performance, complaint or workplace relationship issue. A move will depend on availability of vacant positions.

In order to move to another position a person will need to vacate their substantive position. A move to another position can involve a change in working arrangements and hours of work. A person requesting a change of position should not benefit from the change.

## 27.4 MULTIPLE EMPLOYMENT

An employee can be employed by Council in a second position as a result of a merit-based recruitment action. This second position will be treated as a separate and distinct engagement from the employee's original employment. All employment benefits and accruals will occur separately for each position.

With any second position, the employee will cooperate with Council in the management of workload and leave, and other employment matters, in both positions to ensure workplace safety and minimal business disruption as a result of holding two positions with Council.

Council will maintain procedures on the application of multiple employment that may be varied or succeeded from time to time by Council.

# 28 EMPLOYMENT ARRANGEMENTS

Employment arrangements with Wollongong City Council are:

- a) Full time
- b) Part time
- c) Casual
- d) Term Contract
- e) Seasonal, including Permanent Seasonal

## 28.1 FULL-TIME EMPLOYMENT

A full-time employee will mean an employee engaged to work 35 ordinary hours per week in accordance with the working hours arrangements specified in clause 34 – Hours of Work.

## 28.2 PART-TIME EMPLOYMENT

A part-time employee will mean an employee engaged to work fewer than 35 ordinary hours per week. A part time arrangement is where the actual hours worked could be less than the ordinary

working day, week, month or year. These arrangements may be varied by consultation and agreement between Council, employees, and if requested, their union representatives.

A part time employee may be asked to work additional hours to their designated ordinary hours. Where a part time employee works additional hours during their working week, the additional hours will be paid as normal hours up to a total of 35 hours for the week.

### 28.3 CASUAL EMPLOYMENT

A casual employee will mean an employee engaged on a day-to-day basis, and shall be classed as casual employees for the purposes of this Agreement. The number and pattern of hours worked by a casual employee will be different to permanent employees. Casual employment provisions are not designed to erode full time employment positions within Council.

Casual employees will be paid a casual loading of 25% to compensate for loss of other employment provisions including employment security. A casual will have entitlements in accordance with the Long Service Leave Act 1955 as varied or succeeded from time to time.

Casual employees are entitled to the following:

- a) Shift Allowance is paid for ordinary time worked outside of the defined spread of hours. The defined spread of hours is detailed in clause 34.6 – Hours of Work – Wages Employees and clause 34.7 – Hours of Work – Salaried Employees. Transitional arrangements involving permanent staff prior to 1 July 2015 defined in clause 34.9 – Transitional Arrangements should be noted. For allowance entitlement refer to clause 17.2 – Shift Allowance. This does not apply to Local Area Workplace Agreements (LAWAs) which have different arrangements.
- b) Penalty payments apply for time worked on a Saturday, a Sunday or a Public Holiday and apply to ordinary hourly rate excluding casual loading.
- c) Overtime payments apply for hours worked on any day which are in excess of an ordinary shift length.
- d) No shift allowance is paid where a person receives overtime payment for the time worked outside the 6am to 6pm spread or is paid penalty payments for a weekend or public holiday.
- e) Meal breaks and meal allowances when working overtime.

For details of Hours of Work for Casual Employees refer to 34.10 Casual Employees.

### 28.4 TERM CONTRACT EMPLOYMENT

Where there is organisational need for temporary employment, the Parties agree that the term is specified in a term contract of employment. Council has the discretion to fill temporary vacancies via a merit or non-merit process.

It is acknowledged that from time-to-time Council will identify specific projects/tasks that need to be completed and within a defined time frame. Where it is not reasonably viable for such projects/tasks to be completed by Council's existing resources, this clause sets out the conditions under which Council may employ employees on a Term Contract of Employment. An employee may be employed on a Term Contract for up to five (5) years.

Term contracts of employment are not a substitute for the employment of permanent employees.

A term contract of employment may be used in the following situations:

- a) for the life of a specific task or project that has a definable work activity, or
- b) to perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or

- c) to perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position, or
- d) to temporarily replace an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work and leave arrangement, or
- e) to undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or
- f) in a learning pathways role, or
- g) to trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area, or
- h) to perform the duties associated with a vacant position during the intervening period between when the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented, or
- i) to accommodate time limitations imposed by law or sought by the employee (eg visa restrictions), or
- j) to perform seasonal work.

Council shall identify in the contract of employment offered to a prospective employee, the relevant situation identified above that gives rise to employment under the conditions of a term contract. Council shall also identify in the contract whether the engagement is to be on a fixed or maximum term basis. Council acknowledges the preferred engagement method of term contracts is by way of a fixed term contract. The Parties agree that in some circumstances (primarily for the engagement of professional employees) a maximum term contract may be required.

In the event a maximum term contract is required to end prior to the maximum term end date, Council shall provide the employee, and if required their Union representative, no less than four (4) weeks' notice of contract termination.

In some circumstances Council may deem it necessary to engage an employee on a non-meritorious basis. In accordance with the Local Government Act 1993, Section 351, non-merit appointments can only be made for a period of up to twelve (12) months or twenty-four (24) months in the case of parental leave.

## 28.5 SEASONAL, INCLUDING PERMANENT SEASONAL EMPLOYMENT

To meet operational needs of Council, and to provide some job certainty, seasonal employees can be engaged by Council on a permanent basis (either full time or part time) to work for no more than 40 weeks in a year (the engagement season). Council is to notify the employee in their employment contract of the length of their engagement season. The engagement of seasonal employees on a permanent basis will be in accordance with clause 13.7 – Definitions, Seasonal Employment of this Agreement. Council may also engage seasonal employees on a term contract basis in accordance with clause 28.4 - Term Contract Employment.

At the end of the engagement season, the employee is to commence a period of leave without pay (unless they take accrued paid annual leave) until the commencement of their work for the next season.

The employee will commence work the next engagement season around the time of the anniversary of the commencement of the last season. Council will notify the employee of any change of that recommencement date of the next engagement season on at least 28 days' notice.



Wherever possible, these seasonal employees will take their accrued annual leave in the period outside the engagement season during which they perform work.

Whilst the employee is not engaged for work between engagement seasons, they are permitted to take up separate employment with the Council until the recommencement of work in the next season.

## 29 TEMPORARY INTERNAL MOVEMENTS

Notwithstanding the above, where there is an organisational need for temporary movement of internal employees, Council may approve employees to temporarily move from their substantive position to another position for a specified period of time.

Such movements may occur as a result of, but is not limited to:

- a) Temporary full or partial relief of another staff member; or
- b) Temporary operational needs including but not limited to large-scale internal projects and increased work demands; or
- c) Temporary transfer of staff due to job rotation and internal and external secondments.

A permanent employee shall have the right to return to their substantive position at the conclusion of the temporary movement period.

## 30 LEARNING PATHWAYS

Refer to the Employment Policies and Procedures – Learning and Capability Policy which does not form part of this Agreement.

### 30.1 UNDERGRADUATE DEVELOPMENT PROGRAM (UDP)

Council's Undergraduate Development Program (UDP) provides an opportunity for a student completing an undergraduate degree to enter full-time permanent employment and continue studying part-time. UDPs undertake structured development to ensure they are fully qualified and experienced professionals and practitioners by the end of their program. The engagement of employees through the UDP shall be in accordance with the Undergraduate Development Program of the Employment Policies and Procedures.

### 30.2 TRANSITION FROM LEARNING PATHWAYS TO ONGOING ROLES (CATS)

Cadets, apprentices and trainees can, upon successful completion of their formal studies and prior to their last day of employment as a cadet, apprentice or trainee, be directly appointed into a role that is directly aligned to their cadetship, apprenticeship or traineeship subject to satisfactory performance, organisational/operational capability, available funding and workforce planning needs. This may include permanent roles, temporary roles, casual roles or relief lists (refer to the Learning and Capability Policy of the Employment Policies and Procedures).

When an appropriate position becomes available and there is one or more cadet, apprentice or trainee who is eligible for placement, a placement committee will be formed comprising the divisional representative, the Business Partner, the union and a Learning and Capability representative. This group will assess the suitability of the eligible cadet(s), apprentice(s) or trainee(s) for direct placement into the role. In cases where there are one or more cadets, apprentices or trainees eligible for this placement, a targeted recruitment will be undertaken.

School-based trainees and interns who have gained their internships through a merit-based recruitment process will, upon successful conclusion of their placement, be eligible to be considered for direct placement onto relevant casual pools through a placement committee review process. School-based trainees and interns are not eligible for direct placement into permanent, temporary or relief roles.

### 30.3 EXTERNAL/GRANT FUNDED EMPLOYMENT

To perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding. Employment can be renewed as the external funding is renewed and employment terminates when the funding is discontinued.

### 30.4 GOVERNMENT FUNDED EMPLOYMENT PROGRAMS (GFEP)

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 this Agreement provisions. In all other circumstances, however, the provisions of this Agreement will apply.

All trainees from GFEP will be considered as supernumerary to Council's workforce.

## 31 HIGHER GRADE PAY

The clause explains how employees will be paid when they undertake a higher-level role or perform additional duties in their own role for a temporary period.

### 31.1 APPLICATION OF HIGHER GRADE PAY (HGP)

Higher grade payments are intended to fairly remunerate employees when acting in positions at a higher level which is vacant, or the holder is on leave or secondment.

Not all temporarily vacant positions will be filled. The decision to relieve an absent employee for a period of time will be determined at Council's discretion and will be based upon the risk, conditions and nature of work being performed.

31.1.1 Higher Grade Pay is subject to the following:

- a) Wages Employees – where an employee is directed to work at a higher grade, they will be paid for that relief. If this relief is for a period of more than four (4) hours, they will be paid the higher grade for their full ordinary shift.
- b) Salaried Employees – a minimum of one (1) full working day.

31.1.2 Higher grade pay opportunities will not be made available to employees in the following situations:

- a) For the purposes of training leading up to the acting period, provided that the work performed is less than the normal duties of the higher-grade position.
- b) Apprentices, cadets and trainees who have not completed at least 75% of their term of employment and at least 75% of the prescribed course requirements.

### 31.2 PAYMENT OF HIGHER GRADE PAY

Employees acting in positions that have been through the evaluation process will be remunerated at the entry level or a minimum of two (2) grades (whichever is greater) for the position unless otherwise agreed. In circumstances where relieving in a higher position is of no overall financial advantage to the employee, the Divisional Manager has the discretion to determine an appropriate higher grade pay in reflection of the responsibilities and accountabilities of the position.

Note: Refer to Council's Higher Grade Pay Guideline for considerations in determining an appropriate Higher Grade Pay. This guideline may be varied or succeeded from time to time at the discretion of Council.

### **31.3 APPROVED LEAVE DURING HIGHER GRADE PAY**

Any periods of approved leave taken during the HGP period will be paid at the higher rate of pay. It is the responsibility of the supervisor to appropriately manage and approve planned leave prior to and during the acting period.

If a public holiday is observed during a period an employee is acting in a higher-grade position, the employee's pay for the public holiday will be calculated at the higher-grade rate of pay.

### **31.4 APPROVED LEAVE IMMEDIATELY FOLLOWING HIGHER GRADE PAY**

An employee who has relieved in a higher position continuously for a period of three (3) months or more, may apply for leave to be taken immediately following the completion of the HGP period. Where this leave is approved, the employee will be paid the higher rate of pay for up to five (5) weeks.

### **31.5 REVIEW OF HIGHER GRADE PAY**

**31.5.1** In the event of unforeseen circumstances, Council may at its discretion review the higher grade pay period.

Circumstances where this may occur include:

- a) Where greater than three (3) days Sick Leave are taken in any four (4) week period
- b) In the case of a temporarily vacant position, the substantive employee wishes to return to their position early;
- c) An unforeseen circumstance.

**31.5.2** Where the higher grade pay period has commenced and is to be reduced, the following notice will be provided:

- a) Where HGP period had an expected length of less than three (3) months, Council will provide as much notice to the employee as is reasonably practicable along with the reasons for the early end to the HGP period;
- b) Where HGP period had an expected length of three (3) months or greater, Council will provide twenty-eight (28) days' notice or payment at the HGP rate in lieu of notice.

The above notice periods do not apply where the employee being relieved is on Sick Leave as the parties acknowledge this period can be uncertain.

## **32 WEEKEND PENALTY RATES**

Each employee who is normally rostered to work ordinary hours on Saturday, Sunday and public holidays will be paid in accordance with the following:

- a) Saturday – time and one half
- b) Sunday – double time
- c) Public Holidays – triple time

### 33 OVERTIME

Council may require any employee to work reasonable overtime on any day.

**33.1** All overtime must be directed and approved by a supervisor prior to being undertaken. Except as otherwise prescribed by this Agreement, any employee who is directed by the Divisional Manager or other employee authorised by Council to work:

- a) 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 (2) hours worked and double time thereafter.
- b) Overtime worked on Sundays will be paid for at the rate of double time.
- c) Overtime worked on a public holiday will be paid for at the rate of triple time.

**33.2** 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, 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.

**33.3** An employee who is on call and is required to attend a worksite or is recalled to work overtime after leaving their place of work, will be paid a minimum payment of four (4) hours pay at the appropriate overtime rates of pay.

**33.4** Where an employee, other than an employee in receipt of the on call allowance, is contacted after hours and undertakes a substantial task requiring their attention over a period of time from a remote location, ie their home, they will be paid a minimum payment of four (4) hours pay at the appropriate overtime rates of pay.

**33.5** Subsequent call outs/recalls within that four (4) 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.

**33.6** The Recall of Employee provisions do not apply for overtime worked of less than three (3) hours duration under the following circumstances:

- a) For the purpose of changing shift rosters; or
- b) 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
- c) Where a shift is worked by arrangement between the employees themselves.

#### 33.7 MEAL BREAKS

An employee who works two or more hours overtime immediately after the completion of a normal day is entitled to a thirty (30) minute paid meal break. The meal break may be taken at the commencement of the overtime period or later by mutual agreement.

An employee is entitled to another thirty (30) minute paid meal break after each period of four (4) hours overtime, provided that they work a further hour. Meal breaks may be of up to one (1) hour duration by agreement but a maximum of 30 minutes will be paid.

#### 33.8 SATURDAY, SUNDAY AND PUBLIC HOLIDAYS

If an employee works five (5) hours or more, but not exceeding nine (9) hours, a thirty (30) minute meal break will be paid.

Meal breaks are paid breaks in these circumstances. The appropriate meal allowance will also apply. A further meal allowance shall be paid after each subsequent four (4) hours worked.

## 2024 – 2027 ENTERPRISE AGREEMENT

### 33.9 MEAL ALLOWANCES

Allowance		1/07/2024	1/07/2025	1/07/2026*
Meal	Per shift	\$24.44	\$25.36	\$26.18
Meal Thereafter	Per shift	\$25.63	\$26.59	\$27.45

Note: \*Year 3 – 3.25% or Year 1 of the NSW Local Government (State) Award figure, whichever is greater, to wages and salaries from 1 July 2026.

### 33.10 OVERTIME CONTINUOUS WITH THE ORDINARY DAY'S WORK

Where an employee is instructed to work overtime for two (2) 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 a meal allowance.

Thereafter, a further meal allowance shall be paid after each subsequent four (4) hours worked.

These provisions apply irrespective of whether the overtime is worked prior to, or following the commencement of ordinary duties.

Overtime not continuous with the ordinary day's work.

Where an employee is instructed to work overtime for four (4) 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:

- a) A meal allowance where the employee works five (5) hours or more.
- b) Thereafter, a further meal allowance shall be paid after each subsequent four (4) hours worked.

## 34 HOURS OF WORK

### 34.1 HOURS OF WORK

The ordinary working hours of all employees shall be 35 hours per week worked between Monday to Friday or Monday to Sunday for rostered ordinary hours of work.

The ordinary hours for all employees will not exceed on average, 35 hours per week. Except as otherwise provided (refer to clauses 34.7 – Hours of Work – Salaried Employees and 34.6 – Hours of Work – Wages Employees), the span of hours for ordinary hours are within the hours of 6am to 6pm.

Variation to working hours will occur only after consultation and involvement of employees, Unions and management.

Proposals to alter an employee's hours of work must be genuine and will not be unreasonably withheld by any of the Parties. Upon conclusion of consultation, where there is no agreement to the change, the Workplace Change clause will be applied.

### 34.2 SPECIAL CIRCUMSTANCES

Where special circumstances (e.g. operational requirements, community service needs) arise which require work to be performed outside of the usual hours for that work, management, the employees concerned, and their Union/s, shall discuss the circumstances and develop new arrangements. Agreement on the new arrangements shall not be unreasonably withheld.

Management will give the employees concerned and their union/s no less than seven (7) days' notice of the implementation of the change.

### 34.3 SHORT TERM SHIFT WORK

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.

### 34.4 MORNING TEA AND MEAL BREAKS

Morning tea breaks for all employees for duration of no longer than 15 minutes will be taken at the location where the employee is working at the time. Where the location is not practically suitable due to safety or other serious concerns, an alternative nearby safe location may be used. An alternative location needs to be a short distance from the worksite to ensure the duration of the break is not excessive.

The following will apply:

- a) Salaried employees will be provided with coffee, tea, milk, sugar and biscuits by Council.
- b) Level two of the Administration Building will be retained for employee's facilities.
- c) Wages employees shall have access to a safe and appropriate amenity for morning tea breaks when operating away from their starting place of work (depot, library, community and/or administration building). As a minimum, staff working away from their starting place of work will have access to:
  - Toilet facilities
  - Wash up facilities
  - Clean water

A meal break of at least thirty (30) minutes should be taken following five (5) hours of continuous work.

It is agreed and accepted that alternative flexible meal break arrangements can be negotiated between supervisors and staff.

If a crew receives sufficient notice that they will be required to work through their scheduled lunch break, the crew will take their lunch break when practicable prior to having worked five (5) hours.

Employees engaged in the following types of work: mechanics for plant breakdown, concrete finishing, crematorium and cemetery activities, and emergencies that are unable to be stopped or rescheduled, under direction of their supervisor or other management, who are required to work through their lunch break will be paid at overtime rates for the time worked beyond five (5) hours. A lunch break will be taken when the work is able to be stopped.

### 34.5 REST BREAKS

An employee will be required to have a rest break of ten (10) hours duration after concluding ordinary duties or overtime and prior to recommencing ordinary duties on the next day.

A ten (10) hour break is defined as:

- a) An employee working overtime which is continuous after completing their ordinary shift, will not return for their next ordinary shift until the employee has had a ten (10) hour continuous break after completing their overtime. The ten (10) hours commences at the time the overtime work finishes. It is incumbent on the employee to take a 10 hour break and the only time an employee can return to work without having a ten (10) hour break is when they have been directed by their supervisor to return to work prior to having a 10 hour break.
- b) An employee working overtime arising from being called back to work after completing their ordinary shift shall not return to work until they have had a ten (10) hour continuous break after completing their call out. The 10 hours commences at the time the call out work

finishes. It is incumbent on the employee to ensure they have had a total of 10 hours break and the only time an employee can return to work without having a ten (10) hour break is when they have been directed by their supervisor to return to work prior to having a 10 hour break.

- c) After a ten (10) hour break the employee will work the remainder of their next ordinary shift and be paid for the whole of their ordinary shift. If an employee does not return to work for the remainder of their next shift, leave will need to be taken for the remainder of the shift.
- d) Where, at the direction of the supervisor, an employee is required to return to work without having a ten (10) hour break the employee will be paid double time for their next ordinary shift.
- e) If a person commences work without having had ten (10) hour break and not having been requested by their supervisor, they will be directed to return home until they have had a ten (10) hour break. Payment of double time for not having had a ten (10) hour break will only occur if prior approval has been obtained from the supervisor to return to work without having had a ten (10) hour break.

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.

### 34.6 HOURS OF WORK – WAGES EMPLOYEES

Except as otherwise arranged, the ordinary working hours for wages employees will not exceed 35 hours per week and will be worked in five (5) days, or shifts of seven (7) hours 46 minutes, each Monday to Friday inclusive, between the spread of hours of 6am to 6pm (unless otherwise provided – refer clause 17.2 – Shift Allowance).

#### 34.6.1 Wash-Up Time

All wages employees will not commence to wash-up more than 10 minutes before the end of the working day. Employees cannot leave the workplace in lieu of wash up time.

#### 34.6.2 Nine Day Working Period

Council operates a nine (9) day working period arrangement for its wages employees in accordance with the Shorter Working Week undertakings endorsed by the Industrial Commission on 17 June 1982 and introduction of the 35 hour week in July 2001.

Where an employee is directed by the Divisional Manager or their authorised delegate to work on what would have ordinarily been a Rostered Day Off, they will be paid the applicable overtime rates in accordance with clause 33 - Overtime. Notwithstanding this, an employee may elect to accrue the day in lieu of payment of overtime. Employees will be able to accrue a maximum of 35 hours.

Employees must provide 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.

#### 34.6.3 Senior Ocean Lifeguards or Ocean Lifeguards

Thirty-five (35) hours per week, to be worked in six (6) days, including Saturday and Sunday and public holidays, as required.

#### 34.6.4 Ocean Pool Cleaners

Hours will not exceed 35 per week or more than seven (7) hours per day, Monday to Friday inclusive, between the spread of hours of 4am to 7pm and not more than four (4) hours on Saturday between the spread of hours of 4am to 1pm; provided that there will not be more than two (2) shifts on any one (1) day (unless otherwise provided – refer clause 17.2 – Shift Allowance).

For Ocean Pool Cleaners employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 5am and 9pm each day.

#### 34.6.5 *Ranger Services*

Will not exceed 35 hours per week including Saturday, Sunday and public holidays as required; provided that the employee will be allowed two (2) full days off each week (unless otherwise provided – refer clause 17.2 – Shift Allowance).

For Ranger Services employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 5am and 10pm each day.

#### 34.6.6 *Mechanical Broom Operators – Shift Work*

Mechanical Broom Operators engaged in street cleansing services may be employed on shift work subject to the following conditions:

The ordinary working hours will neither exceed seven (7) hours 46 minutes per day nor, subject to shift arrangements:

- 35 hours per week
- 70 hours per fortnight
- 105 hours in three weeks
- 140 hours in four weeks

and will be worked under either day shift or night shift arrangements.

#### 34.6.7 *Storepersons, Tradespersons and Tradespersons Assistants – Shift Work*

Hours will neither exceed seven (7) hours, 46 minutes per day nor 35 hours per week, or 70 hours per fortnight and will be worked as follows:

- Day Shift – Between the spread of hours of 6am to 6pm Monday to Friday.
- Afternoon Shift – Finishing after 6pm and before midnight Monday to Friday.
- Night Shift – Finishing after midnight and at or before 8am Monday to Friday.

#### 34.6.8 *Pool Superintendents, Assistant Pool Superintendents and Pool Attendants*

Hours will not exceed 70 per fortnight to be worked as rostered, Monday to Sunday, including public holidays; provided that at least two (2) days are allowed off each fortnight (unless otherwise provided – refer clause 17.2 – Shift Allowance).

For Pool employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 5am and 11pm each day.

#### 34.6.9 *Toilet Cleaner – Mobile*

Hours will not exceed thirty-five per week to be worked on Monday to Friday inclusive with Saturday and Sunday being rostered overtime days. It is agreed that commencement times will be outside the spread of hours of 6.00 am to 6.00 pm each day and the payment of a shift allowance will apply.

#### 34.6.10 *Whyte's Gully Operations*

Ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive, 6am to 6pm.



### 34.7 HOURS OF WORK – SALARIED EMPLOYEES

Except as otherwise arranged, the ordinary weekly working hours will not exceed 35 per week or seven (7) hours per day and will be worked in continuous periods (except for a meal break not exceeding one (1) hour) between the spread of hours of 6am to 6pm Monday to Friday (unless otherwise provided – refer clause 17.2 – Shift Allowance).

#### 34.7.1 *Library Employees*

The ordinary working hours for library employees who commenced prior to 1 July 2015 will be 35 hours per week and will be worked on five (5) days, Monday to Friday inclusive between the spread of hours of 6am and 6pm each day. Council may, at its option, require such ordinary working hours to be worked between the spread of hours of 6am to 6pm Monday to Friday inclusive, and between the hours of 9am and 12 noon on Saturdays.

For library employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 8am and 9pm each day.

#### 34.7.2 *Maintenance Security Officers, Civic Attendants and Community Infringement Officers*

The ordinary working hours will not exceed 35 hours per week, including Saturday, Sunday and public holidays as required, provided that the employee will be allowed two (2) full days off each week.

#### 34.7.3 *Leisure Centres*

For Leisure Centre employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 5am and 11pm each day.

#### 34.7.4 *Tourist Parks (Wages and Salaried)*

For Tourist Park employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 6am and 9pm each day.

#### 34.7.5 *Art Gallery*

For Art Gallery employees who commence from 1 July 2015, the ordinary hours will be 35 hours per week and will be worked on five (5) days, Monday to Sunday inclusive between the spread of hours of 6am and 6pm each day.

### 34.8 COMMENCING AND CEASING TIMES

The commencing and ceasing times within the spread of hours mentioned above and meal period applying will be determined by operational needs. Employee's personal circumstances will be discussed and considered wherever practicable. Appropriate notice will be provided to enable employees to make suitable arrangements.

### 34.9 TRANSITIONAL ARRANGEMENTS

Employees who commence permanent employment prior to 1 July 2015 who are employed in the areas outlined in Table 34.9.1 will be given the choice to adopt the new hours of work arrangements outlined below, or retain their existing provisions.

Should an employee who commenced permanent employment prior to 1 July 2015 accept a new position with a spread of hours different to their current arrangement, they will be given the choice to adopt the abovementioned hours of work or retain their existing provisions.

Should an employee who commenced permanent employment prior to 1 July 2015 elect to adopt the new hours of work arrangements they will relinquish the option of returning to their pre-1 July 2015 hours of work arrangements.

34.9.1 Table

Function	Span
Ranger Services	5am – 10pm
Libraries	8am – 9pm
Cleaners	5am – 9pm
Leisure Centres	5am – 11pm
Pools	5am – 11pm
Tourist Parks	6am – 9pm
Art Gallery	6am – 6pm

The ordinary hours for employees working in the above listed functions shall be performed between Monday and Sunday.

**34.10 CASUAL EMPLOYEES**

- 34.10.1 A casual employee shall mean an employee engaged on a day-to-day basis.
- 34.10.2 A casual employee will be paid for a minimum of 2 hours, for each engagement, except for attendance at scheduled employee or team meetings, for which payment will be made at the appropriate rate for time actually worked, with a minimum of one (1) hour.
- 34.10.3 Notwithstanding clause 34.10.2, casual employees may be engaged for less than two (2) hours but no less than one (1) hour in the following functions:
  - a) Group Exercise Instructors
  - b) Learn to Swim Instructors
  - c) Leisure Centre Child Minders
  - d) Cleaners
- 34.10.4 A casual employee will be provided a minimum notice period where their engagement for work is cancelled in accordance with the following:
  - a) In ordinary circumstances, by close of business (for relevant service area), the day prior to the shift; or
  - b) In unforeseen circumstances, such as but not limited to, weather conditions, asset failure, access to facilities, visitation and participation, a minimum of two (2) hours prior to the shift.
- 34.10.5 Where this notice is not provided, Council will pay the casual employee the minimum engagement period in accordance with clause 34.10.2 or 34.10.3 to compensate for the lack of notice provided by Council. No payment is applicable where greater than the minimum notice period of shift cancellation is provided by Council or where the employee cancels their shift.
- 34.10.6 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with clause 34 – Hours of Work.
- 34.10.7 Casual employees are entitled to a 25% casual loading on ordinary hours worked (Monday to Sunday).
- 34.10.8 Casual employees who work on Saturday, Sunday or Public Holidays are entitled to the appropriate penalty rates for those days based on their ordinary rate of pay. For the purpose of calculating the penalty, the 25% casual loading is excluded from the ordinary rate of pay.

34.10.9 The casual loading is not payable on overtime hours.

### 34.11 SEVEN DAY A WEEK ROSTER SYSTEM PROVISIONS

An employee required to work within a seven day a week roster system shall be entitled to five ordinary working weeks holiday on ordinary pay in each year of service. 'Ordinary pay', for the purposes of this provision, will include weekend penalties relating to ordinary time the employee would have worked and received on days other than public holidays if the employee had been at work on either Saturday or Sunday (or both).

For the purposes of this provision, a "seven day a week roster system" means a work roster system in which the employee is required to work:

- a) ordinary hours on each of the seven calendar days of the week over the course of the roster; and
- b) ordinary hours on at least one Saturday and one Sunday in every set of four weeks within the roster, or, in the case of a seasonal worker, an average of at least twelve (12) Saturdays and twelve (12) Sundays during a twelve month (12) period; and
- c) on Public Holidays; and
- d) at different agreed commencement times during the roster period (i.e. different shifts).

This clause will only apply to permanent appointed employees required to work within such a roster system.

Employees who are required to regularly work a seven day a week roster system will be specified in a Local Area Workplace Agreement (LAWA) made pursuant to clause 35 – Local Area Agreements. The ordinary pay provisions within the LAWA will include weekend penalties and may also include other conditions, practices and payments in consultation and agreement with employees, unions and management.

Despite any other part of this provision to the contrary, this provision will not apply to any employee where that employee's existing circumstances, including current conditions and practices, would exceed the ordinary pay payable during holiday periods under this clause, unless there is consent via negotiations between Council and the employee (or employee's representative).

## 35 LOCAL AREA AGREEMENTS

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

The Parties 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' for specific work site/s to enable the establishment of work teams, arrangements and conditions that meet the specific needs of the local area.

### 35.1 STEPS FOR OBTAINING LOCAL AREA AGREEMENTS:

- a) The Local Work Agreements must follow the corporate process Workplace Change, clause 63 of this Agreement.
- b) Commencement of the discussion/negotiation process with immediate notification to:
  - all affected Unions and employees; and
  - relevant Division Management.

### 35.2 ISSUES TO BE CONSIDERED FOR ONGOING REVIEW AND IMPLEMENTATION OF LOCAL AREA AGREEMENTS INCLUDE:

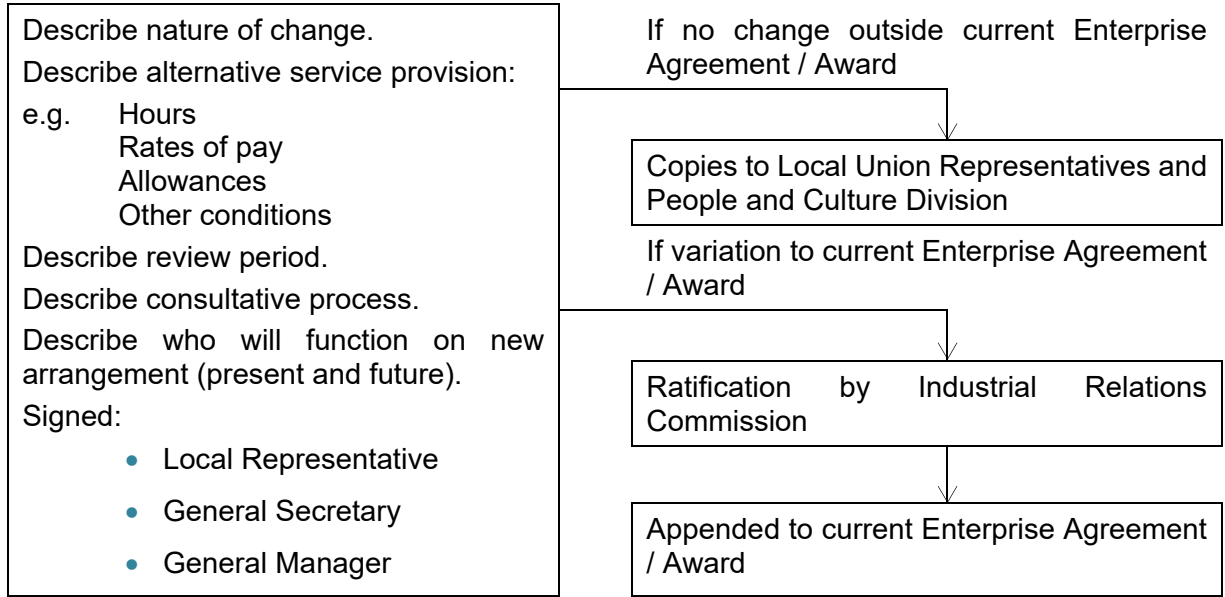
- a) Creating a workplace in which all employees are actively involved in improving, developing and implementing safe work practices.
- b) Continuing to identify and meet customer and community needs.
- c) Implementation of processes and initiatives for achieving competitive outcomes.
- d) Promoting and encouraging creativity and innovation.
- e) Promoting continuous improvement through technological initiatives.
- f) Creating a workplace in which all our employees want to be involved in proving our competitiveness.
- g) Creating a workplace in which all our employees know they are providing value for money and quality services.
- h) Creating an equitable, fair and safe workplace.
- i) Generating competitive performance, and improved rewards and working conditions.
- j) Promoting learning and skill development and provide access to training, development and resources.
- k) Maintaining an effective consultative structure and arrangements.
- l) Maintaining ongoing employment security.
- m) Supporting communications between the Parties and a commitment to seeking shared solutions.

### 35.3 THE LOCAL AREA AGREEMENT:

- a) Has been arrived at through consultation and agreement between employees (agreement constitutes a majority agreement of nominally 80%), union representative and management;
- b) Is to provide equal or more pay than the entry level for the respective positions; and
- c) Variations must be undertaken in accordance with the Industrial Relations Act 1996, as amended.

Agreements reached are to include a commencement date, an end date or review date and signed by Wollongong City Council and union/s representatives. Local Area Workplace Agreements (LAWA's) can be referred to the union office by union representatives.

Copies of the signed Local Area Agreement shall be provided to the parties to the Agreement, and the People and Culture Division and appended to this Agreement.



Leave is reserved for the parties to this Agreement to apply to vary this clause. The Parties agree that a review of this clause will take place during the life of this Agreement.

### 36 VACANCIES

The Parties recognise that positions may become vacant through natural attrition. In the event of such vacancy occurring, management will review the position and the Parties recognise that it may not be necessary that this position be filled. If the decision is made not to fill a vacant position, the union will be notified in writing within two (2) months of the position becoming vacant. If the position is to be filled, it will be advertised within three (3) months of the position becoming vacant.

Temporary/Casual employees can only apply for internally advertised positions within the organisation where they have been appointed to their current position through an externally advertised merit based selection process in accordance with the Appointment Policy of the Employment Policies and Procedures.

### 37 RIGHT TO DISCONNECT

Employees have a right to disconnect from work during non-working time.

Supervisors and managers must respect employees’ periods of leave and rest days and right to disconnect from work during non-working time and will not make unreasonable contact.

Employees (other than on-call employees) are not required to read or respond to work emails or phone calls outside their working hours and any refusal to do so must not be unreasonable.

The provision of a mobile phone or laptop computer to an employee does not mean they are on-call or expected to be available outside their working hours.

An employee acting reasonably will not suffer any form of adverse action or victimization for not being available outside work hours.

‘Reasonableness’ is a key factor to consider when determining whether contact outside working hours, or a refusal to respond, is unreasonable. Factors to consider include:

- a) the nature and urgency of the reason for contact;
- b) the method of contact (e.g. a phone call would likely be considered more disruptive than an email or text message);

- c) whether the employee is compensated for working outside of their ordinary hours;
- d) the level of the employee's responsibility within the organisation, including their level of influence on work health and safety;
- e) any notice provided to the employee, or awareness of the potential need to be contactable like in emergency situations;
- f) the employee's personal circumstances.

This language may be adapted following modernisation of modern awards to reflect this provision.

## SECTION 4 EMPLOYEE LEAVE

### 38 HOLIDAYS

#### 38.1 PUBLIC HOLIDAYS

All proclaimed or gazetted public holidays are observed as holidays.

No deduction will be made from the rate of pay of any employee if not required to work on any of such public holidays.

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.

An employee required to work on a public holiday will be paid for the holiday plus double time for the hours worked on the public holiday.

#### 38.2 UNION PICNIC DAY

Union Picnic Day shall be regarded as a holiday for employees who are financial members of the union/s. The Union Picnic Day shall be on the first Friday in the New South Wales Spring school holidays.

The union/s shall provide Council with a list of Union financial members at least two (2) weeks prior to the Union Picnic Day.

Employees who are not financial members of the union/s and who are required to work on the Union Picnic Day, shall be paid ordinary pay for their normal working day.

Employees who are not financial members of the union/s and who are not required to work on Union Picnic Day, may apply to Council to take Annual Leave, Long Service Leave, Time Off in Lieu of Overtime, Leave Without Pay, such other leave as may be approved by the employer, or may be required by the employer to make up time.

Employees who are financial members of the union/s who are directed by their supervisor/manager to work on the Union Picnic Day will be paid at appropriate overtime penalty rates applicable to public holidays.

Where an employee who is a financial member of the union/s is absent on approved annual, or long service, which overlaps with the Union Picnic Day, payment for the Union Picnic Day will continue to apply in substitution for the approved leave.

## 39 CALCULATION OF SERVICE

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 councils for the purposes of Long Service Leave Entitlements.

**39.1** In calculating periods of service with Council, the following will be taken into account and counted as service:

- a) Any leave of absence with pay approved by Council;
- b) Any leave of absence without pay approved (excluding unpaid parental leave) by Council not exceeding 30 consecutive days or shifts within any one (1) service year;
- c) Any leave of absence without pay approved by 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 Council's activities;
- d) Sick Leave with pay approved by Council;
- e) Periods of absence due to accident whilst an employee of Council and whilst receiving payment under the Workers Compensation Act 1987 as amended;
- f) Annual and Long Service Leave;
- g) Any absence on paid parental leave;
- h) Periods of service whilst in employment as a temporary employee or services as a casual employee;
- i) Where an employee has resigned or has been terminated by Wollongong City Council for any reason other than misconduct and is reemployed by Wollongong City Council within a 12 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;
- j) Leave of absence, paid or unpaid, for the purpose of undergoing service with any branch of the Armed Services either compulsorily or voluntarily.

**39.2** For the purpose of calculating Long Service Leave entitlements, the continuity of service will be deemed to be unbroken when transferring from one (1) council to another within NSW:

- a) Where the break in service is less than one (1) month in the case of an employee who has not yet qualified for long service leave accruals; or
- b) Where the break in service is less than three (3) months in the case of an employee who has qualified for long service leave accruals;
- c) Provided that the employee does not undertake paid employment for another organisation between leaving one (1) council and commencing with Wollongong City Council.
- d) Long service leave will be transferred at NSW Local Government Award rates, with any excess accrued at Wollongong City Council rates will be paid out, unless otherwise agreed.

## 2024 – 2027 ENTERPRISE AGREEMENT

### 40 SICK LEAVE

- 40.1 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.
- 40.2 Sick Leave is considered to take place when an employee is absent from duty on account of genuine personal illness or non-work related injury.
- 40.3 Council will provide paid Sick Leave to employees in all cases of genuine illness. This payment is based on management being satisfied that there is genuine grounds for Sick Leave.
- 40.4 Where an employee has an illness or condition that could or may be perceived as affecting their health and safety at work, or that of other staff, the employee is required to inform Council of the nature of the injury or illness and to provide a medical certificate stating they are unfit to undertake their normal duties.
- Sick Leave includes:
- a) visit to doctor for preparation or tests prior to surgery which is occurring because of an employee's ill health;
  - b) follow up medical monitoring/treatment for a period determined by medical advice as part of achieving recovery from an illness/injury/surgery.
- 40.5 Sick Leave is not designed to cover periods of absence on parental leave.
- 40.6 As part of Council's Sick Leave Provisions, all employee Sick Leave balances will be frozen from 30 December 1994. In the event of resignation, retirement, termination, 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.
- 40.7 Should a temporary staff member exhaust 10 days of Sick Leave during their placement, and medical evidence suggests that a return to pre-illness or pre-injury duties in a reasonable timeframe is unlikely, a formal review will occur concerning the ongoing payment of Sick Leave along with the employee's ability to fulfil the remainder of their contract.
- 40.8 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.
- 40.9 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.
- 40.10 Any dispute relating to Sick Leave must be pursued through Council's Grievance Procedure.
- 40.11 Absences greater than three (3) consecutive days will require a medical certificate from a medical practitioner.
- 40.12 Sick Leave will not apply to visits to a medical doctor or other ancillary practitioners where the visit is pre-planned and is for the purpose of having a general health check or for the purpose of maintaining their level of health. Examples would be for a six (6) month dental maintenance check, a visit to a GP to have an annual well-being check-up, or a visit to the optometrist to have a periodic sight check.
- 40.13 Periodic visits to a medical doctor as part of ongoing monitoring/treatment for a past illness or injury are considered to be Sick Leave.



- 40.14 Casual and temporary employees will receive leave without pay for periods of absence which were pre-planned (e.g. surgery) prior to them commencing their term of employment with Council.
- 40.15 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 which may include a statutory declaration.
- 40.16 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.
- 40.17 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.
- 40.18 Where it has been established that Sick Leave is being abused, the abuse will be addressed through the use of Council's Attendance Management Program and Misconduct and Disciplinary Procedures.
- 40.19 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.
- 40.20 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.
- 40.21 Notification details to include expected length of absence.
- 40.22 Failure to notify of absence may result in non-payment of Sick Leave.
- 40.23 All claims for Sick Leave must be made on the prescribed forms provided by Council.
- 40.24 Failure to submit a Sick Leave Application, or failure to provide proof as requested by an employee's supervisor or manager, may result in non-payment of leave.
- 40.25 For information refer to Employment Policies and Procedures Sick Leave clause.
- 40.26 Council does not transfer Sick Leave (monetary value or number of days) for employees moving to another council.

### **Long Term Sick Leave**

- 40.27 The payment of long term Sick Leave requires employees' to provide medical evidence which demonstrates the ability to return to preinjury duties or suitable alternate duties. The medical evidence must define the treatment required (allowing for reasonable accommodation of medical restrictions) and the timeframe for the employee to return to work. If sufficient medical evidence is not provided, ongoing paid sick leave will be reviewed.
- 40.28 Council may also request the employee to attend a doctor nominated by Council. Discussions will continue with the employee concerning their ongoing Sick Leave and taking in to account the Injury Management Policy.
- 40.29 On an ongoing monthly basis, a discussion will occur involving the employee, a support person/union representative (where requested) and management, to review the progress of recovery from the illness/injury and to establish whether a return to preinjury or suitable alternate duties is going to be likely and in what time frame.
- 40.30 The discussion will take in to account the Injury Management Policy. If the medical evidence states there is no likelihood of a return to work discussion will occur concerning the ongoing employment of the employee.

- 40.31 After one (1) month, an employee who has been absent on paid Sick Leave will need to provide more detailed medical evidence from their treating doctor relating to their condition and a date of their likely return to preinjury or suitable alternate duties. Council may also request the employee to attend a doctor nominated by Council.
- 40.32 If an employee has provided more detailed medical evidence and remains absent on paid Sick Leave for two (2) months, Council can request from the treating doctor, a detailed report relating to the employee's condition and to establish whether a return to preinjury or suitable alternative duties is likely and a likely date for this to occur.
- 40.33 At six (6) months of paid Sick Leave, a meeting will occur involving the employee, a support person/ union representative (where requested) and management to review the status of the illness/injury using a current medical report and to establish whether a return to preinjury or suitable alternative duties is likely and when this is likely to occur. The discussion will take into account the Workplace Injury Management clause of the Employment Policies and Procedures:
- a) If medical evidence provides a date in the near future for a return to preinjury or suitable duties Sick Leave payments will continue to that date.
  - b) If the medical evidence states there is no likelihood of a return to work on preinjury or suitable alternative duties in the near future, discussion will occur concerning the ongoing employment of the employee and the application of medical retirement.
- 40.34 If at any time during the management of a long-term injury/illness, the medical evidence is unable to provide a time frame for a return to preinjury or suitable alternative duties, discussion will occur concerning the ongoing payment of Sick Leave.

## 41 CARER'S LEAVE

Council provides leave to support employees' caring responsibilities whilst balancing work requirements. This clause explains when Carer's Leave may apply to care and support a dependant because of an illness, injury, or unexpected emergency that arises after the commencement of work.

### 41.1 ENTITLEMENT

An employee, other than a casual, may apply for up to two (2) days paid Carer's Leave per occasion subject to satisfying the below:

- a) First investigating alternate care arrangements; and

Note: In normal circumstances, an employee must not take Carer's Leave under this clause where another person is available to care for the same person.

- b) Being primarily responsible for the provision of care or support to a dependent, household member, or an Aboriginal or Torres Strait Islander kinship member because of:
  - i. an illness or injury; or
  - ii. an unexpected emergency that arises after the commencement of work; and
  - iii. Providing notification, and where requested evidence, as outlined below.

#### **41.2 NOTIFICATION AND EVIDENCE**

An employee will be required to notify their supervisor of their absence prior to work or as soon as reasonably practicable, considering the situation at the time. The notification provided must address:

- a) The eligibility requirements as outlined above; and
- b) The reasons for taking such leave; and
- c) Estimated length of absence.

Council may at its discretion, request supporting documentation (evidence) from the employee, as it considers appropriate, in the event of absence due to Carer's Leave.

Failure to notify of absence may result in non-payment of Carer's Leave and/or unauthorised absence.

#### **41.3 MANAGEMENT OF CARER'S LEAVE**

Carer's Leave is not intended to be used for long term, ongoing care. Where other care is not available, the employee and supervisor may consider temporary flexible work arrangements where reasonably practicable and/or consider other leave options under this Agreement.

The supervisor may, at their discretion, review and discuss with the employee, utilisation of Carer's Leave, including for example, where they are concerned about:

- a) excessive utilisation; and/or
- b) patterns of absenteeism; and/or
- c) potential misuse; and/or
- d) operational concerns arising from above.

Where one or more of the above concerns are identified, the supervisor may decline payment of future Carer's Leave applications and the employee may be required to participate in an attendance management plan. In the case of misuse, depending on the circumstances, clause 57 - Misconduct and Disciplinary Procedures may also apply.

Note: For the purpose of determining excessive utilisation, Council may consider the organisational Performance Measures outlined in this Agreement.

#### **41.4 UNPAID CARER'S LEAVE FOR CASUAL EMPLOYEES**

Subject to the notice and evidence requirements outlined in subclause 41.2 above, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 41.1 of this clause.

The supervisor and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion.

The casual employee is not entitled to any payment for the period of non-attendance.

Council will not fail to reengage a casual employee because the employee has accessed unpaid Carer's Leave. The rights of Council to engage or not engage a casual employee are otherwise not affected.

#### **41.5 ASSISTANCE ANIMALS**

An employee, other than a casual employee, with responsibilities for an assistance animal, may in accordance with this subclause, have access to Carer's Leave, for absences where an assistance animal that is ill or injured requires veterinary care.

For the purposes of this subclause an ‘assistance animal’ is defined in a manner consistent with section 9 of the Disability Discrimination Act 1992 (Cth) to be guide dogs, hearing assistance dogs and trained animals (excluding working dogs) that are trained:

- a) to assist a person with a disability to alleviate the effect of the disability; and
- b) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

## 42 ANNUAL LEAVE

### 42.1 ENTITLEMENT

All employees will be entitled to 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 employees, 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.

Annual Leave must be applied for at least one (1) month in advance, however, applications for leave made at short notice will be considered by managers based on the merits of each case.

### 42.2 RECREDITING OF ANNUAL LEAVE

Any employee who is sick whilst on Annual Leave and produces satisfactory medical evidence as soon as practicable that they are hospitalised or incapacitated to the extent that they are restricted to being at home or unable to undertake any form of travel, 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.

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 (refer to the Employment Policies and Procedures - Sick Leave).

### 42.3 EXCESS ANNUAL LEAVE

No employee, under the terms of this Agreement should accumulate more than 10 weeks Annual Leave.

Where an employee has in excess of 10 weeks Annual Leave accumulated, they may be directed by their manager to take Annual Leave to reduce their accumulation to 10 weeks.

Where an employee has in excess of 10 weeks Annual Leave accumulated and:

- a) they apply with reasonable notice to take Annual Leave in order to reduce their accumulation to 10 weeks; and
- b) their leave application is refused;

the employee may request to be paid any leave accumulation in excess of 10 weeks.

### 42.4 PAYMENT OF ANNUAL LEAVE

42.4.1 An employee who is entitled to paid annual leave may take approved annual leave in accordance with the following:

- a) On full pay; or
- b) On half pay; or
- c) On double pay.

- 42.4.2** Notwithstanding clause 42.4.1, requests for annual leave at half pay or double pay will be at the discretion of the Divisional Manager.
- 42.4.3** When an employee takes annual leave, the leave entitlement will be deducted on the following basis:
- a) a period of leave on full pay – the number of days so taken; or
  - b) a period of leave on half pay – half the number of days so taken; or
  - c) a period of leave on double pay – twice the number of days so taken.
- 42.4.4** When an employee takes annual leave, the period of service for the purpose of leave accruals will be as follows:
- a) a period of leave on full pay – the number of days so taken; or
  - b) a period of leave on half pay – half the number of days so taken; or
  - c) a period of leave on double pay – the number of days so taken.
- 42.4.5** The entitlement to take approved annual leave at double pay is only available to an employee if, after taking the period of leave, the employee will have an accrued annual leave entitlement of not less than four (4) weeks.
- 42.4.6** Employees that take annual leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

#### **42.5 ADVANCE PAYMENT OF ANNUAL LEAVE**

Leave in excess of one (1) week may be paid in advance if requested. Request for payment of leave in advance must be made four (4) weeks in advance of taking leave.

#### **42.6 PAYMENT IN LIEU OF ANNUAL LEAVE**

An employee may request payment in lieu of annual leave (cashing out of accrued annual leave balance). Requests are subject to:

- a) The employee retaining a minimum of four (4) weeks Annual Leave after they have received the payment; and
- b) The approval of the Divisional Manager.

Council acknowledges the importance of employees having time away from work utilising their accrued leave entitlements. In considering payment in lieu of annual leave, the Divisional Manager will take into consideration whether the employee has taken accrued leave in the previous twelve (12) months.

#### **42.7 ANNUAL LEAVE ON TERMINATION**

Annual Leave is paid on termination, pro rata, to the date of resignation.

## 2024 – 2027 ENTERPRISE AGREEMENT

### 43 LONG SERVICE LEAVE

#### 43.1 ENTITLEMENT

Employees will be entitled to Long Service Leave according to the scale below:

- a) After five (5) years' service 6.5 weeks
- b) After 10 years' service 6.5 weeks
- c) After every further five (5) years completed service 13 weeks

Where an employee has completed more than five (5) years of service with Council, the employee shall be entitled to apply for Long Service Leave as it accrues between each completed five (5) years of service on a pro-rata basis calculated each pay.

Prior continuous service with other councils is deemed as service with this Council for calculations of Long Service Leave, as per clause 39.2. Details of service are obtained from council's involved by the People and Culture Division.

**43.1.1** Long Service Leave is to be taken in periods of one (1) day or greater at a time mutually convenient to Council and an employee.

**43.1.2** Any employee who is sick whilst on Long Service Leave and produces satisfactory medical evidence as soon as practicable that they are hospitalised or incapacitated to the extent that they are restricted to being at home or unable to undertake any form of travel, 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:

- a) Where such leave is sought, notification should be made at the time of intention to claim Sick Leave.
- b) Where such leave is sought, Council's Employment Policies and Procedures – Sick Leave shall apply.

**43.1.3** Long Service Leave accrued may be taken at half pay or double pay subject to the approval of the Divisional Manager. When leave is taken at half pay the accruals during the period of leave are calculated at half the normal accrual rate.

#### 43.2 TRANSFER OF LONG SERVICE LEAVE BETWEEN COUNCILS

When an employee transfers from one employer to another, the former employer shall pay to the newly employing employer the monetary equivalent of all Long Service Leave accruing to the employee at the time of transfer, up to a maximum of five (5) years of accrual, calculated at the rate/s of accrual applying to leave accrued in the five (5) years immediately prior to the transfer.

By agreement between the former employer and the newly employing employer, more than the monetary equivalent of five (5) years of accrued Long Service Leave may be transferred.

#### 43.3 CASHING OUT EXCESS LONG SERVICE LEAVE

An employee who is entitled to Long Service Leave, may, with the consent of the employer, cash out a particular amount of Excess Long Service Leave.

Excess Long Service Leave means the Long Service Leave that an employee has accrued under this Agreement that is in excess of the Long Service Leave that the employee would have accrued if covered by section 4 of the Long Service Leave Act 1955 (as at the date of this Agreement). In determining excess Long Service Leave for Wollongong City Council employees, Long Service Leave under the Long Service Leave Act accrues at the rate of 0.867 weeks per year of service.

There are two available options; the cashing out of excess Long Service Leave and Salary Sacrificing Long Service Leave into Superannuation as Ordinary Time Earnings.

#### 43.4 SALARY SACRIFICE ARRANGEMENTS – LONG SERVICE LEAVE

43.4.1 For the purposes of this sub-clause:

- a) 'Eligible employee' means an employee with at least 5 years continuous service with Council who has an accrued entitlement to Long Service Leave under the Enterprise Agreement that is in excess of the Long Service Leave entitlement that the employee would have accrued if covered by section 4 of the Long Service Leave Act 1955 (NSW).
- b) 'Excess LSL' means the Long Service Leave that an employee has accrued under the Enterprise Agreement that is in excess of the Long Service Leave that the employee would have accrued if covered by section 4 of the Long Service Leave Act 1955 (NSW).
- c) 'LSL' means Long Service Leave.
- d) 'LSL Act' means the Long Service Leave Act 1955 (NSW).
- e) 'Ordinary Time Earnings' has the same meaning as in section 6(1) of the Superannuation Guarantee (Administration) Act 1992 (Cth).
- f) 'Superannuation Fund' means the Local Government Superannuation Scheme.

Subject to this clause, eligible employees may, with the consent of Council, cash out some or all of their Excess LSL.

Any Excess LSL cashed out in accordance with this clause shall be paid to the employee at the employee's ordinary pay.

Example: A full time employee with 10 years' continuous service with Council accrues 13 weeks LSL under the Enterprise Agreement, whereas they would have only accrued 8.66 weeks LSL if covered by s4 of the LSL Act. After 10 years' service, the employee would have 4.34 weeks Excess LSL which may, with the consent of Council, be cashed out.

Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.

43.4.2 The following table was put together to assist with working out an employee's Excess LSL which can be cashed out under the Enterprise Agreement:

Length of Service	EA Entitlement	LSL Act Entitlement*	Excess LSL
After 5 years' service**	6.5 weeks	N/A	2.16 weeks
After 10 years' service	13 weeks	8.66 weeks	4.34 weeks
After 15 years' service	26 weeks	12.99 weeks	13.01 weeks
After 20 years' service	39 weeks	17.33 weeks	21.67 weeks
For every completed period of 5 years' service thereafter	13 weeks	4.33 weeks	8.67 weeks

Note 1: Sub-section 4(2) (a2) of the Act provides that 'month' means 4 and 1/3 weeks.

Note 2: Unlike the EA, the Act does not provide an entitlement at 5 years' service.

There is no requirement for an employee to retain a certain amount of their excess LSL. If an employee elects to do so, with the consent of Council, they are able to cash out the whole portion of excess LSL on one (1) occasion.

Where an employee has already taken some of their accrued LSL entitlement in accordance with the Agreement, this is likely to impact the amount of excess LSL they are able to access.

#### 43.4.3 Calculating an Employee's Excess LSL under the EA

- a) Identify **A** an employee's LSL entitlement under this Agreement noting of course that the entitlement can be a pro rata amount and the accrual is initially 1.3 weeks per year of service and 2.6 weeks per year after 15 years of service.
- b) Identify **B** that being the LSL entitlement under the *Long Service Leave Act 1955* noting that under the Act the accrued entitlement is only available to take after every five years of service.
- c) Identify **C** that being the amount of LSL already taken by the employee.
- d) Calculate **D** which is the difference between the employee's entitlement under the EA and the entitlement under the Act ie  $(A-B) = D$ .
- e) Calculate **E** which is the employee's remaining LSL balance ie  $(A-C) = E$ .
- f) **F** which is the amount of leave that may be cashed out.

If  $E > D$  then  $F = D$  that is to say if the employee's untaken LSL leave balance exceeds the difference between the EA entitlement and the statutory entitlement then the amount that may be cashed in is limited to the difference between the EA and Act entitlement.

If  $E < D$  then  $F = E$  that is to say if the employee's untaken LSL leave balance is less than the difference between the EA and statutory entitlement then the amount that may be cashed out is the remaining untaken LSL balance.

#### 43.5 TERMINATION

Where an employee has completed five (5) years or more service, Long Service Leave is payable pro-rata, to the date of termination.

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 this Agreement.

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

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

The application is to be submitted by the employee. If a response (approved or non-approved) can be provided immediately this should occur, otherwise reasons for a delay are to be communicated at that time. The supervisor should respond within 10 working days of the date of receipt of the application.

For employees as at 1 July 2015 and who are yet to receive their initial Long Service Leave accrual, periods of unpaid parental leave will be considered in the calculation of service for Long Service Leave purposes.



## 44 PARENTAL LEAVE

Council is committed to supporting employees in being able to take time off to care for a child following a birth, or recent adoption of a child under the age of 18. This clause explains what paid and unpaid leave is available to employees.

### 44.1 ELIGIBILITY FOR PARENTAL LEAVE

All permanent and fixed term employees who have completed at least 12 months of continuous paid service are entitled to twelve (12) months of unpaid parental leave if the leave is associated with:

- a) the birth of a child of the employee or the employee's spouse or de factor partner; or
- b) the placement of a child with the employee by adoption; and the employee has or will have primary responsibility for the care of the child.

All permanent and fixed term employees who have not completed 12 months of continuous paid service may make an application for leave without pay which will be considered on a case-by-case basis.

Following the initial twelve (12) months unpaid parental leave, employees may request an extension of up to a further twelve (12) months of unpaid parental leave, but not exceeding twenty-four (24) months in total. Requests for extension must be made in writing at least four (4) weeks before the end of the agreed parental leave period. Council will respond to such requests within twenty-one (21) days. Any request that is not approved will be based on reasonable business grounds and the reasons will be provided to the employee.

Subject to providing notice, casual employees are entitled to not be available to attend work for the purpose of taking unpaid parental leave. The supervisor and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. The casual employee is not entitled to any payment for the period of non-attendance.

### 44.2 APPLICATION FOR PARENTAL LEAVE

For purposes of this clause, the date of birth also means the date of placement of an adopted child(ren) in the care of the employee.

Employees will submit an application for parental leave no less than eight (8) weeks prior to the expected date of birth, or the requested parental leave commencement date whichever date is earlier.

The application will specify the start and end dates of the parental leave and the expected date of birth and will be accompanied by the relevant documents including:

- a) a medical certificate nominating the expected date of birth; and/or
- b) evidence of the expected date of placement; and/or
- c) a statutory declaration declaring a parental relationship to the child (if the employee is not the birth parent) and responsibility of care for the child.

Council shall confirm parental leave arrangements in writing prior to the commencement of leave.

### 44.3 LEAVE TYPES

A period of parental leave may include the following components of paid leave within 12 months from the date of the birth of the child(ren):

- a) Maternity Leave (applies to the child bearer)
- b) Paternity Leave (applies to the partner of the child bearer)
- c) Adoption Leave

- d) Employees may apply to take accrued annual and/or long service leave that would otherwise be available, which must be taken within the twelve (12) month period of parental leave.

All leave entitlements will accrue during paid components of parental leave. Where paid components of parental leave are taken at half pay, leave entitlements shall accrue on a proportionate basis.

Unpaid parental leave shall count as service for the purpose of long service leave but will not count towards the calculation of any leave accruals or entitlements.

Where a public holiday falls during a period of parental leave, the public holiday will be added to the end of the paid Maternity or Paternity Leave period. If the employee is on half pay, the public holiday shall be paid at half pay.

#### 44.4 MATERNITY LEAVE

Employees who satisfy the requirements of clause 44.1 Eligibility for Parental Leave, is the child bearer, and will be the primary carer of a child(ren) will be entitled to up to fourteen (14) weeks of paid Maternity Leave at their ordinary pay or twenty-eight (28) weeks of paid Maternity Leave at half of their ordinary pay. For the avoidance of doubt, Maternity Leave is calculated on a pro-rata basis for part time employees.

Maternity Leave must be taken in a single continuous period.

Pregnant employees may commence Maternity Leave up to six (6) weeks before the expected date of birth of the child(ren); or earlier, subject to medical certification, but must not commence later than the date of birth of the child.

A medical certificate indicating fitness for duty may be required if the employee:

- a) continues to work during the last four (4) weeks before the expected date of birth of the child(ren); and/or
- b) wishes to recommence work earlier than six (6) weeks after the date of birth of the child(ren).

#### 44.5 PATERNITY LEAVE

Following the birth or placement of a child(ren) an employee, who is a partner and not the primary care giver, shall be entitled to access up to nine (9) weeks of paid leave at their ordinary pay to provide support to the child bearer. For the avoidance of doubt, Paternity Leave is calculated on a pro-rata basis for part time employees.

Paternity Leave must be taken within twelve (12) months of the date of birth or date of placement of the child(ren).

#### 44.6 ADOPTIONS

Adoption leave eligibility, entitlements and conditions are the same as Maternity Leave and Paternity Leave entitlements set out in subclause 44.4 - Maternity Leave and subclause 44.5 Paternity Leave. For the purposes of adoption leave, any reference to the birth of a child(ren) will mean the placement of a child(ren) in an adoption arrangement.

An employee will be entitled to adoption leave for a child(ren) from the date the child(ren) is placed with the employee for adoption so long as the child(ren):

- a) has not, or will not have, lived continuously with the employee for a period of six (6) months or more as at the day of placement, or the expected day of placement, of the child; and
- b) is not (otherwise than because of the adoption) a child of the employee or the employee's partner.

The leave period must start on the date of placement of the child.

#### 44.7 UNPLANNED CESSATION OF PREGNANCY

Council is committed to supporting employees who experience pregnancy loss or termination.

If an employee who is the child bearer experiences pregnancy loss or termination, they may take up to one (1) week of paid Special Leave. In some circumstances employees may be able to apply for sick leave in accordance with the Sick Leave provisions at clause 40 of this Agreement.

Unpaid Special Leave of up to one (1) week may be applied for by an employee who is the partner of the child bearer.

Employees who wish to take additional leave following Special Leave for this reason may apply to utilise other forms of leave provided under this Agreement.

#### 44.8 RETURNING TO WORK PART TIME AT THE COMPLETION OF PARENTAL LEAVE

Employees may request to return to work on a temporary part-time basis.

Requests for temporary part-time arrangements under this clause must be submitted in writing setting out the details of the part-time arrangement sought at least eight (8) weeks prior to the intended return to work date. Council will genuinely consider a request including any associated impacts on the relevant work area. Council will provide a written response as to whether the request is approved, or not approved within twenty-one (21) days. Any request that is not approved will be based on reasonable business grounds and the reasons provided to the employee.

At the conclusion of any temporary part-time arrangements under this subclause, the employee will return to their substantive position.

#### 44.9 WORKPLACE BREASTFEEDING/ LACTATION TIME

Council will provide staff with reasonable paid time for the purposes of breastfeeding/lactation during their ordinary hours at work. Council will maintain a guideline on workplace breastfeeding to support employees. This guideline can be accessed on Council's intranet.

#### 44.10 SUPERANNUATION GUARANTEE EQUIVALENT PAYMENTS

Council will make superannuation guarantee equivalent payments on the period of paid:

- a) Maternity Leave (including adoptions)
- b) Parental Leave (including adoptions)

Council will also make superannuation guarantee equivalent payments on the Australian Government funded Paid Parental Leave Scheme until 30 June 2025, or until such time as the Australian Government commences such payment, at which point Council will cease its payments for this purpose. For the avoidance of doubt, if the Australian Government commences such payments earlier than 1 July 2025, Council will cease its payments the day before such change takes effect.

## 45 COMPASSIONATE LEAVE

Council is committed to supporting employees when unfortunate life events happen. We acknowledge that these events impact us all differently. This clause outlines when employees can access Compassionate Leave.

### 45.1 COMPASSIONATE LEAVE

Compassionate Leave is intended to support employees in time of hardship. Council's Compassionate Leave may be accessed for the following reasons:

- a) The death of a family member; or
- b) An immediate life-threatening illness or injury of a family member; or

- c) Sorry Business; or
- d) Attendance at funerals of Council employees; or
- e) To support the personal impact of a natural disaster event.

#### 45.2 THE DEATH OF A FAMILY MEMBER, OR AN IMMEDIATE LIFE-THREATENING ILLNESS/INJURY OF A FAMILY MEMBER

45.2.1 Employees, other than a casual, are entitled to apply for Compassionate Leave in the event of a death of a family member, or an immediate life-threatening illness or injury of a family member in accordance with the following:

- a) up to five (5) days for an immediate family member; or
- b) up to two (2) days for an extended family member.

45.2.2 For the purpose of this clause, an immediate family member includes:

- a) a spouse or de facto partner of the employee; or
- b) a child of the employee or a child of the spouse or de facto partner of the employee; or
- c) a parent of the employee or a parent of the spouse or de facto partner of the employee; or
- d) a sibling of the employee or a sibling of the spouse or de facto partner of the employee; or
- e) a grandparent of the employee or a grandparent of the spouse or de facto partner of the employee; or
- f) a grandchild of the employee or a grandchild of the spouse or de facto partner of the employee; or
- g) a member of the same household.

45.2.3 For the purpose of this clause, an extended family member includes:

- a) a niece of the employee; or
- b) a nephew of the employee; or
- c) an uncle of the employee; or
- d) an aunt of the employee; or
- e) the spouse or de-facto partner of a sibling of the employee; or
- f) the spouse or de-facto partner of the employee's child (son in law or daughter in law).

#### 45.3 SORRY BUSINESS

Council recognises many Aboriginal and Torres Strait Islander peoples may have cultural obligations to be involved in Sorry Business following the death or loss of an immediate family member, extended family and people with kinship or community ties.

Council acknowledges the time period for Sorry Business can vary depending on the status of the person being mourned as well as the nature of the relationship between the person taking part in Sorry Business and the person who has passed away.

Council will provide Aboriginal and Torres Strait Islander employees up to five (5) days paid Compassionate Leave to participate in Sorry Business. Where additional leave or time off is requested, Council encourages employees to discuss their needs and alternative leave or flexibility arrangements during Sorry Business with their supervisor.

#### 45.4 ATTENDANCE AT FUNERALS OF COUNCIL EMPLOYEES

Where a current employee of Council dies, upon application and approval, Council will grant up to one (1) day of Special Leave (in accordance with clause 47 Special Leave) with pay to the deceased employee's immediate co-workers for the purpose of attending the funeral.

#### 45.5 NATURAL DISASTER

An employee may apply for up to five (5) days Compassionate Leave in the circumstance they are personally impacted by a standalone, unanticipated natural disaster such as a fire or flood that has caused significant personal hardship on the employee.

#### 45.6 UNPAID COMPASSIONATE LEAVE FOR CASUALS

Casual employees are entitled to unpaid Compassionate Leave, subject to clause 45.7 - Notification and Evidence.

#### 45.7 NOTIFICATION AND EVIDENCE FOR COMPASSIONATE LEAVE

An employee will be required to apply for Compassionate Leave as soon as reasonably practicable, considering the situation at the time. The notification provided must address:

- a) The eligibility requirements as outlined above; and
- b) The reasons for taking such leave; and
- c) The requested amount of Compassionate Leave in accordance with number of days permissible for the Compassionate Leave reasons listed above.

The supervisor may, at their discretion, request supporting documentation (evidence) from the employee, as they consider appropriate, in the event of absence due to Compassionate Leave.

Employees may apply for other forms of leave provided under this Agreement for additional time off from work for compassionate reasons.

## 46 EMERGENCY SERVICES LEAVE

46.1 An employee, other than a casual, who engages in a 'voluntary emergency management activity' shall be entitled to a reasonable amount of paid Emergency Services Leave to participate in such activity.

For the purposes of this clause, an employee engages in a 'voluntary emergency management activity' if, and only if:

- a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- b) the employee engages in the activity on a voluntary basis (note the activity is not on a voluntary basis if the employee receives remuneration from the recognised emergency management body for lost wages or salary); and
- c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- d) either:
  - the employee was requested by, or on behalf of, the body to engage in the activity; or
  - no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

46.2 For the purposes of this clause, a ‘recognised emergency management body’ is:

- a) a body, or part of a body, that has a role or function under a plan that:
  - is for coping with emergencies and/or disasters; and
  - is prepared by the Commonwealth, a State or a Territory; or
  - a firefighting, civil defence or rescue body, or part of such a body; or
- c) any other body, or part of a body, a substantial purpose of which involves:
  - securing the safety of persons or animals in an emergency or natural disaster; or
  - protecting property in an emergency or natural disaster; or
  - otherwise responding to an emergency or natural disaster.

46.3 For the purposes of this clause, an ‘emergency’ means an event, actual or imminent, which engenders or threatens to endanger life, and/or property.

46.4 Council may require proof or participation in the voluntary emergency management activity to justify payment under this clause.

## 47 SPECIAL LEAVE PROVISIONS

Council may grant Special Leave, either with pay or without pay to an employee for a period to cover any specific matter approved by the Divisional Manager.

### 47.1 VOLUNTEER FIREFIGHTERS TO COMPETE IN ANNUAL NSW COMPETITIONS

The Divisional Manager has the delegated authority to approve special leave with pay for volunteer fire fighters to attend Annual Competitions for New South Wales. Up to a maximum of one (1) week will be granted.

- a) Such leave can be granted where it does not adversely affect Council’s operations.
- b) Production of evidence from the Officer-in-Charge of the Fire Station in which the volunteer fire fighter is engaged to show that the Brigade is participating in the championships and that the service of the employee is required for that purpose.

### 47.2 REPRESENTING DISTRICT, NSW OR COUNTRY

Where a permanent employee is selected to represent New South Wales or country they will be granted a maximum of one (1) week’s special leave with pay in a 12 month period commencing from the date of leave and the remainder of any leave required to travel to and from and complete participation without pay.

Where a permanent 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 for a maximum one (1) period per year, commencing from the date of leave.

Where an employee has been chosen to participate in a representative event and wishes to take leave in accordance with this clause 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.

### 47.3 PARTICIPATION IN COMMUNITY SERVICE ORGANISATIONS

Special leave with pay for employees participating in Community Service Organisations can be applied for. In determining applications for such leave, the Divisional Manager will examine each case on its merits.

Employees seeking leave in accordance with this clause should apply in writing to the Divisional Manager.

The Divisional Manager will advise in writing to the employee concerned, the outcome of their application. If the application is denied, full reasons will be provided.

#### 47.4 DEFENCE RESERVES LEAVE

47.4.1 Council will grant leave for service in the Defence Force Reserves up to a total of:

- a) First year only – 35 working days for compulsory basic training.
- b) Subsequent years – 20 working days in each financial year for annual training and some additional specialist training.

Reservists required to attend compulsory training in their first year as a reservist, will, in addition to the leave outlined above, be granted leave as required (subject to operational requirements) provided that Council receives payment under the ADF Reserves Employer Support Payment Scheme (ESP) for this leave.

This additional leave will be paid as Defence Reserves Leave on the basis that Council receives the Support Payment under the ESP Scheme. If the ESP payment is not approved, then the leave will be reversed from Defence Reserves Leave to other leave as nominated by the employee. Where the employee has insufficient leave for the leave reversal to take place, arrangements will be made to repay the amount from other leave as it accrues, or by other agreed means.

Any leave in excess of that specified above will be taken from leave nominated by the employee.

Council will pay top-up pay (if necessary) between Defence Force pay and the ordinary wage or salary of any employee who is a member of the Reserves for periods of Defence Reserves Leave occurring during the normal spread of working hours.

Defence Reserves Leave will be taken to be service with Council for the purposes of accrual of leave and superannuation.

Any employee seeking leave in accordance with this policy must submit a 'Leave Application Form' and 'ESP Claim Form' to their Divisional Manager as soon as they become aware of the Defence Service.

Where Defence Reserves Leave would cause serious difficulty for the work unit the employee normally works in, the leave may be refused. The Senior Manager People and Culture will liaise with the Australian Defence Force if leave becomes an issue, to work out acceptable alternatives.

47.4.2 Council may be eligible for Employer Support Payments where:

- a) The leave continues beyond a qualifying period of 14 (calendar) days Defence Service (in a single period or blocks of five (5) consecutive days or longer) in a single financial year.
- b) The leave is for a minimum of five (5) consecutive days Defence Service.
- c) The employee is on Defence Reserves Leave or Leave Without Pay (not on any kind of accrued leave).
- d) Council agrees to protect their employee's job while he/she is on Defence Service.

The employee is to claim the payment from their unit as soon as possible, but no later than six (6) months from the first day of service for which the claims are being made.

#### 47.5 OVERSEAS STUDY LEAVE

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.

The following procedure will apply in the event of an employee requesting Overseas Study Leave:

- a) 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.
- b) 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.
- c) 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.

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.

Unless an employee elects to avail themselves of the provisions of the above clause, all Overseas Study Leave will be Leave Without Pay.

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.

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.

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.

## 47.6 ATTENDANCE AT COURT ON SUBPOENA OR FOR JURY SERVICE

### 47.6.1 Witnesses

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

If an employee is called as a witness for court proceedings in which Council is not involved and such employee is not called in connection with their official position with 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' fees and expenses which may be paid.

### 47.6.2 Jury Service

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. If an employee is dismissed from jury service in the morning they should return to work or take leave for the remainder of the day.

## 47.7 LEAVE OF ABSENCE – BEACH AND POOL EMPLOYEES

The objective of this clause is to reduce staffing costs during winter and allow permanent Beach and Pool personnel the opportunity to gain professional experience outside Council's employ.

Permanent Beach and Pool employees are encouraged to take up employment elsewhere during the winter season.



Leave of Absence is made available on the provision that the employee returns for duty at the commencement of the following swimming season.

An employee requesting leave in accordance with the terms of this policy will submit the appropriate Leave Application Form to the Divisional Manager with documentation detailing the period of leave requested.

An employee who undertakes leave in accordance with this clause 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.

Unless an employee elects to avail themselves of the provisions of the above clause, all Leave of Absence will be Leave Without Pay.

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.

An absence in line with this clause 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.

#### **47.8 LEAVE WITHOUT PAY**

All applications for Leave Without Pay (LWOP) will be referred to the relevant Divisional Manager for determination.

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.

The Divisional Manager will consider the request for Leave Without Pay and provide the employee with a determination within one (1) month or other agreed time.

Employees have to exhaust all Annual Leave, Flex and days in lieu before being granted LWOP except in the case of LWOP being taken during Parental Leave period.

LWOP will not be granted to an employee to take up other external employment 'unless there is a demonstrated benefit to Council' as determined by management.

Any grievance concerning an application for Leave Without Pay not approved should be pursued through Council's Grievance Procedure.

The employee will submit a 'Leave Application Form' to the Divisional Manager with documentation detailing the period of leave requested.

The employees will be responsible for maintaining or suspending their own superannuation contributions and deductions for the period of unpaid leave.

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.

Any absence on Leave Without Pay will not interrupt the continuity of service with Council, however, any absence on such leave will not be used to calculate Annual and Long Service Leave accruals.

#### **47.9 FAMILY AND DOMESTIC VIOLENCE LEAVE**

Council is committed to supporting employees who are experiencing family and domestic violence. Employees may access paid Special Leave at the discretion of the Divisional Manager. The quantum of this leave will be determined based on individual circumstances.

Casual employees are entitled to unpaid leave for Family and Domestic violence.

47.9.1 For the purpose of this clause, family and domestic violence means violent, threatening or other abusive behaviour by certain individuals known to an employee that both:

- a) seeks to coerce or control the employee; and
- b) causes them harm or fear.

47.9.2 To access paid family and domestic violence leave, the individual known to the employee could be:

- a) an employee's close relative; or
- b) a member of an employee's household; or
- c) a current or former intimate partner of an employee.

Council will maintain a Family and Domestic Violence Leave Guideline to support employees who are experiencing family and domestic violence. This guideline can be accessed on Council's intranet.

#### 47.10 GENDER AFFIRMATION LEAVE

Council is committed to creating a culture that is supportive of transgender and gender diverse employees. Council recognises the importance of providing a safe and inclusive environment for our employees undertaking gender affirmation/transitioning.

An employee who is seeking to access leave will discuss their requirements with their Divisional Manager as early as practicable. A variety of leave options may be available to support the employee which could include Special Leave and other leave types available under this Agreement. Approval of Special Leave for this purpose is at the discretion of the Divisional Manager.

Council will maintain a guideline on Gender Affirmation/Transitioning support for employees. This guideline can be accessed on Council's intranet.

#### 47.11 RELIGIOUS AND CULTURAL LEAVE

Council acknowledges the importance of diversity and inclusion within the workplace by respecting and accommodating employees' beliefs and cultural practices. Upon application and approval by the Divisional Manager, an employee may receive one (1) day of Special Leave annually to observe religious holidays, participate in cultural ceremonies, or engage in acts of worship and religious practices. Special Leave for this purpose does not accrue from year to year.

Council acknowledges additional flexibility may be required to accommodate employees' beliefs and cultural practices. Employees are encouraged to discuss their needs with their supervisor.

Employees will provide their supervisor with at least four (4) weeks' notice of their intention to request special leave for this purpose. Approval of this leave shall be at the discretion of the Divisional Manager.

Council will maintain a guideline on Religious and Cultural Leave to support employees. This guideline can be accessed on Council's intranet.

#### 47.12 NAIDOC WEEK LEAVE

Employees who are Aboriginal and Torres Strait Islanders are entitled, upon application, to one (1) day of Special Leave during NAIDOC week so they may participate in National Aboriginal and Islanders Day Observance Committee celebrations.

Eligible employees will provide their supervisor with at least four (4) weeks' notice of their intention to take a day as NAIDOC Leave. Applications provided at short notice will be considered on an individual basis.

Approval of Special Leave for this purpose is at the discretion Divisional Manager.

## SECTION 5 FLEXIBLE WORKING

### 48 FLEXIBLE HOURS OF WORK AND FAMILY FRIENDLY WORKING ARRANGEMENTS

Council recognises that employees need support to be able to combine their work arrangements with their family responsibilities. A key objective of this Agreement is to provide fair and equitable access to flexible working arrangements to make attendance at work more harmonious for employees with family responsibilities.

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, Flextime, staggered hours, compressed working weeks and a range of other flexible working practices including longer or shorter working weeks. In addition, family friendly arrangements such as flexible work schedules, flexible leave arrangements, paid and unpaid Parental Leave, Carer's Leave, childcare advice and employee information and referral programs contribute to making work an easier place for employees with family responsibilities. To enhance the family friendly working environment Council will ensure that all leave policies are applied with fairness and equity.

### 49 TRANSITION TO RETIREMENT

Council's Transition to Retirement Procedure is a tool which has been created to provide employees nearing retirement with a range of flexible work practices to support them in making the transition from the workplace to retirement (refer to Council's Transition to Retirement Procedure).

### 50 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 shall apply.

Flextime is designed to allow employees 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. Accordingly, all time arrangements will be made in prior agreement with supervisors and managers.

#### 50.1 PROCEDURE

##### 50.1.1 Cooperation and Supervision

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

It is essential for the smooth running of any large organisation that there be cooperation and adequate supervision. These two (2) factors apply to a very large extent under Flextime.

Employees must at all times obey directions given by their supervisors regarding hours of attendance. If a supervisor directs any of their employees 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.

It is essential therefore that all employees working Flextime be aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be cooperation between employees, 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 employees 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.

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.

Eligible employees shall not be unreasonably refused access to the Flextime provisions. Should circumstances arise where access to accrual and/or taking of Flex is refused, the supervisor shall provide an explanation to the employee. In the event of a disagreement, both Parties shall provide justification in writing.

### 50.1.2 Eligibility to Participate

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

The degree to which employees 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 employees 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 employees.

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

### 50.1.3 Definitions of Commonly Used Terms

Before proceeding to study the terms and conditions of Flextime, supervisors and employees must be familiar with the following terms used to describe the scheme:

**Bandwidth** means that time between start of the morning flex period and the end of the afternoon flex period. This may be 6am to 6pm but the bandwidth for each section or for individuals will be set by the Divisional Manager.

**Standard Hours** means the hours of work defined in this Agreement.

**Normal Day** means an ordinary working day is as determined in this Agreement.

**Core Time** means the periods during the day when all officers are normally required to be present, except where mutually agreed between Divisional Manager and employees concerned.

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

**Flex Credit** means an amount above the normal hours that one is required to work, eg if an officer has worked eight (8) hours on the one (1) day, they have a Flex Credit of one (1) hour for that day. Flex Credits are shown as "+".

**Flex Periods** means periods of the day within which an employee may choose hours of duty and times of attendance in accordance with the other conditions and agreement of their supervisor.

**Core Time Leave** means an approved absence during Core Time. Officers can only take Core Time Leave if their supervisor approves.

**Officer** means wherever used in this outline, it refers not only to permanent employees but also includes all divisional employees except those specifically excluded from Flextime.

## 50.2 PROVISIONS OF FLEXTIME

### 50.2.1 Daily Working Hours

The following details relate to daily working hours in general, subject to certain exceptions determined by Divisional Manager.

- a) Earliest Starting Time – 6am
- b) Latest Finishing Time – 6pm

The maximum time which an officer can be requested to work as Flextime on any one (1) day is one (1) hour.

Any additional hours directed to be worked shall be paid overtime unless voluntarily accepted as flex credits by employee.

### 50.2.2 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

### 50.2.3 Core Time

During the Core Time of 9.30 am to 12 noon and 2.00 pm to 4.00 pm, all officers must be in attendance unless on approved leave. This may be varied following prior agreement with the supervisor following consideration of operational needs subject to clause 50.4.

### 50.2.4 Flex Period

Subject to the requirements of the duties of an employee's position and directives of their supervisor, employees can elect, in agreement with their supervisor, their 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.

### 50.2.5 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.

### 50.2.6 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 five (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.

## 50.3 FLEX DEBIT AND CREDIT BUILD UP

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.

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

### 50.3.1 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 35 hours. When 35 hours Flex Leave has been accrued by an employee, any hours worked in excess of this will not be recognised as Flextime.

Once a full time employee reaches a maximum accrual of 35 hours, any additional time in excess of this must have prior approval from the Divisional Manager or delegated authority and will be paid at the appropriate overtime rates of pay.

Part time employees can accrue a maximum Flex Leave balance equivalent to the total hours of their normal working week. Subject to the operational requirements and approval by the Divisional Manager, part time employees may undertake additional hours work (excess to that contracted hours of work) that can be used for Flex Leave purposes.

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.

### 50.3.2 Flex Debit

The maximum Flex Debit at any one time is one (1) normal working day, without the approval of the Divisional Manager.

### 50.3.3 Taking of Flextime

Employees have the ability to take more than three (3) Flex Days per week with Manager approval based on project load.

## 50.4 CORE TIME LEAVE

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:

- a) Prior approval of the supervisor must be obtained (verbal approval only is required);
- b) The full extent of Core Time may be taken up to three (3) consecutive days. Any days above the three (3) days requires Divisional Manager approval; and
- c) 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.

## 50.5 OVERTIME

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. Where officers have reached 35 hours Flex Credit at the end of the pay period, any further Flex Leave worked, approved by the Divisional Manager, or other employee authorised by Council, will be paid at the nominated overtime rate. Prior approval from the Divisional Manager or other employee with delegated authority is required before any overtime is undertaken.

## 50.6 WORKING AT OTHER OFFICES

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.

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 (1) fortnight of their transfer.

Where a wages employee relieves in a salaried position that provides Flex Leave arrangements, any Flex Leave accrued during the period is to be taken prior to resuming their substantive wages position. Where this is not possible, approval of the Divisional Manager is required so that this Flex Leave is converted to Time-in-Lieu.

### **50.7 NOTIFICATION OF TERMINATION**

When an employee gives notice that they wish to terminate, participation in Flextime automatically ceases. Any debit existing three (3) days before termination will be deducted as Leave Without Pay.

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 35 hours.

### **50.8 TIME RECORDING**

All employees 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.

The basic document is an individual Timekeeper Form.

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

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

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

On ceasing duty for the day, officers are to enter the time of finishing work.

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

At the end of each week, officers are to review and validate their timesheets and submit them to their supervisors for approval.

Timesheets for the previous week must be submitted and approved by close of business the following Monday.

### **50.9 SUPERVISOR'S RESPONSIBILITY**

The supervisor is responsible for the employee's attendance pattern, management of Flex accruals and compliance of the provisions of this policy. The perusal of the Personal Record of Attendance and timesheet (flex balance) is the primary means for this assessment. The supervisor's signature on the form indicates acceptance of this responsibility. Supervisors are to ensure that arrangements are made for the officers who reach 21 hours Flex Credit to make arrangements for the taking of Flex Leave within the next pay period wherever possible.

At the end of each fortnightly period the supervisor will see that the following actions occur:

- a) Transfer any details of absences other than Flextime to the Salaried Employees Fortnightly Variation Return;
- b) Retain Personal Record of Attendance as Division Record; and
- c) Forward completed Salaried Staff Fortnightly Variation Return, together with all necessary leave forms to Pay Section by 12 noon Monday.

## SECTION 6 WORKPLACE SAFETY AND WELLBEING

### 51 HEALTH AND WELLBEING

The Parties recognise that workplace health and wellbeing programs can lead to positive outcomes such as improved employee work performance and productivity, improved employee recruitment and retention, reduced absenteeism, and other benefits.

Council will continue to develop workplace health and/or wellbeing programs that are suited to the needs and resources of Council.

Council supports employees to manage their health and wellbeing. Employees who do not wish to access Council's Sick Leave provisions are able to access their personal leave provisions including but not limited to Flextime, Annual Leave and Long Service Leave to take time out of the workplace. Employees are encouraged to speak to their supervisor to assist in supporting their health and wellbeing.

### 52 WORK HEALTH AND SAFETY

Wollongong City Council is committed to providing a safe working environment for its employees, contractors and visitors.

In order to support a high standard of health, safety and welfare for all persons, Council has committed to the development, implementation, monitoring and evaluation of the Work Health and Safety (WHS) system.

Council has a Fit for Work (Drug and Alcohol) Policy to assist Council in fulfilling its WHS obligations and duty of care to ensure the health, safety and welfare of all employees and others in the workplace. The policy can be accessed through Council's WHS Intranet site or through Council's supervisory employees.

All WHS policies and procedures can be accessed through Council's WHS Intranet site or through Council's supervisory employees.

### 53 PROTECTIVE CLOTHING

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 Work Health and Safety Act Council is required to provide protective clothing and employees are obliged to wear it.

#### 53.1 PROTECTIVE CLOTHING ENTITLEMENT

Item	Quantity
Shirts	5
Shorts, Trousers, Overalls, Bib and Brace (or a combination)	5
Sloppy Joe	3
Spray Jacket/Pilot Jacket	1
Socks	5 pairs every year
Safety Footwear	1 pair
Broad Brimmed Hat	1 every 4 years



Item	Quantity
Personal Protective Bag	1

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.

An employee who reports for work without their Council issued protective clothing or footwear will be sent home to obtain it and will not be paid for the time they are absent from work.

## 54 WORKERS' COMPENSATION – CLAIMS

Council as a Self-Insurer will ensure that its procedures are in accordance with the requirements of the Workers' Compensation Act 1987 and Workplace Injury Management and Workers Compensation Act 1988, as amended.

### 54.1 NOTICE OF INJURY

Compensation may not be recovered under the Act (section 61) unless notice of the injury has been given to the employer (supervisor) as soon as practicable after the injury happened.

The above does not negate the supervisor from taking the appropriate steps should they become aware of the incident/injury from another source.

All incidents must be reported to the relevant supervisor/manager.

### 54.2 CLAIMS FOR COMPENSATION

Compensation may not be recovered under the Act (section 65) unless a claim has been made by the employee.

A claim for Workers' Compensation should be accompanied by such medical certificates, reports and required information under the Act (section 65), or as amended.

Appropriate paperwork relating to claims will be available at all depots.

No claim will be rejected on the basis of 'time delay' as long as the incident has been formally reported (section 65) and the 'Supervisors Incident/Accident Reporting and Investigation' is completed in accordance with Council Policy. Notwithstanding this, all claims will be assessed in accordance with the provisions of the Workers Compensation Act 1987 and the Workplace Injury Management and Workers' Compensation Act 1998.

## 55 WORKERS' COMPENSATION – ACCIDENT PAY

The purpose of this clause is to provide continuity of rates of pay during Workers' Compensation in accordance with Council's Enterprise Agreement.

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 (2) years from the date of accident. Should circumstances necessitate an absence from pre-duties in excess of two (2) years after the date of accident, the rates of pay will be as determined by the Workers' Compensation Act 1987, as amended.

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, in line with Council's policy.

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.

Notwithstanding the above entitlements, Council's Injury Management Program will be implemented.

## 56 WORKPLACE INJURY MANAGEMENT

Wollongong City Council is committed to providing efficient workplace injury management for its injured employees. Accordingly, Council is aware of its obligation to make every reasonably practical effort to ensure any injured employee is restored to their fullest physical, psychological, social, vocational and economic capability, consistent with their preinjury status.

Council aims to assist all employees to recover at work following injury, whether that injury is work related or not. Council however will only offer work injury management in non-work related cases where there is evidence that the employee will be able to return to their preinjury position, or another productive position with reasonably practical retraining.

Council is committed to the prevention of injury or illness through its workplace injury prevention and management programs. However, in the unfortunate event that injury or illness occurs, efficient workplace injury management will be provided as soon as possible after injury, promoting recovery at work, and will be in line and consistent with medical judgement.

For information refer to Employment Policies and Procedures.

## SECTION 7 WORKPLACE ISSUES AND DISPUTES

### 57 MISCONDUCT AND DISCIPLINARY PROCEDURES

Council seeks to maintain a healthy, safe, and rewarding working environment. Council expects satisfactory standards of conduct from all employees aligned with our values and Code of Conduct. This clause provides a framework for the assessment of workplace misconduct and management of appropriate disciplinary outcomes.

Misconduct can be defined as conduct that falls outside of Council's standards and expectations of its employees.

Council will apply the principles of procedural fairness and will make decisions relating to matters of misconduct by determining the facts to the appropriate standard of a balance of probabilities.

Every effort will be made to address minor misconduct issues with employees as they arise. Supervisors will address minor misconduct concerns with employees directly. Attempts will be made to resolve issues at a local level in the first instance before considering the application of this procedure.

#### 57.1 MANAGING MISCONDUCT

Where misconduct occurs, it will be managed promptly and proportionately.

The intent of this procedure is to reflect a general principle of a step-by-step process of escalation to ensure that disciplinary outcomes are fairly applied. Notwithstanding this;

- a) Where the actions of the employee rise to what could be considered serious misconduct, a step-by-step escalation process need not be followed; or
- b) If the conduct of the employee warrants a more serious disciplinary outcome, then a Manager must submit a written request to the General Manager if they wish to seek endorsement to commence at an advanced step in the process. Submissions should include the reasons why an advanced step is being requested.

Recurring misconduct of an employee may result in the escalation of the severity of the disciplinary outcome.

Notwithstanding clause 57.1 (a) and 57.2 (b) above, the step-by-step process that will be followed can be summarised as follows:

- Step 1 – First Warning (Verbal) communicate standard, guidance and counselling
- Step 2 – Second Warning (Written)
- Step 3 – Final Warning (Written)
- Step 4 – Disciplinary Action - termination of employment, demotion, or other disciplinary outcome

In most circumstances, misconduct can be categorised as minor, moderate, or serious and can be used as a guide to determine which step of the disciplinary process will apply proportionate to the severity of the employee’s misconduct.

SEVERITY LEVEL	POSSIBLE OUTCOMES
Minor Misconduct →	Communicate Standard Counselling Discussion Verbal Warning
Moderate Misconduct →	Written Warning
Serious Misconduct →	Suspension First and Final Written Warning Termination Summary Dismissal

**57.2 MINOR MISCONDUCT**

Minor misconduct can be categorised as conduct that is not acceptable to Council, however, may not rise to a level that warrants a formal written warning.

In the first instance, minor misconduct should be managed at the lowest possible level by providing the employee guidance and counselling on Council’s concerns and how the employee can avoid the behaviour or actions determined to be misconduct in the future.

Repeated minor misconduct, may result in an escalation of disciplinary outcomes.

**57.3 MODERATE MISCONDUCT**

Moderate misconduct can be categorised as conduct that is not of a minor nature, however, may not rise to a level of serious misconduct.

Moderate misconduct will in most circumstances result in a written warning being issued to the employee.

Repeated moderate misconduct, may result in an escalation of discipline up to and including termination of employment.

## 57.4 SERIOUS MISCONDUCT

Serious misconduct can be categorised as conduct that is of a serious nature. This can be conduct that is wilful or deliberate and is inconsistent with the continuation of employment.

Serious misconduct may include but is not limited to a serious breach of Council's Code of Conduct, policies, procedures, the employee's employment contract, and or refusing to carry out a lawful and reasonable instruction.

Serious misconduct may result in the termination of employment. In these circumstances it is incumbent upon Council to not only demonstrate the misconduct but that it warrants termination of employment.

### 57.4.1 Summary Dismissal

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

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

- a) Refusing a reasonable and lawful instruction.
- b) Acts of serious and wilful misconduct.
- c) Abandonment of employment.
- d) Drunkenness or use of illegal drugs whilst at work.
- e) Neglect of duty.
- f) Breach of duty of fidelity /confidentiality.
- g) Criminal offences committed by an employee related to their work.

Each case of summary dismissal will be considered on its merits.

### 57.4.2 Suspension

Where Council has concerns relating to allegations of misconduct, that if substantiated would constitute a serious breach of Council's Code of Conduct, policies and procedure, or the employment contract, the employee may be suspended from duty, with or without pay. When determining whether suspension shall occur, the following will be considered:

- a) The nature and seriousness of the alleged misconduct;
- b) Potential risks arising from the alleged misconduct to other staff or the Community;
- c) Ensuring the integrity of the investigation (where an investigation is being undertaken); and
- d) Ensuring the organisation is not brought into disrepute.

Suspension will not be for longer than is reasonably necessary to conduct an investigation. During a period of suspension, the employee will make all reasonable attempts to be available for any meeting or interview as required as part of the investigative process.

Should information become available which would reasonably influence the decision to suspend, a review of the suspension shall occur.

## 57.5 DISCIPLINARY PROCEDURE

Where Council is concerned that an employee's conduct is not satisfactory, the severity of the conduct will be determined by Council as either Minor, Moderate or Serious Misconduct.

Where disciplinary action is being considered, Council will apply principals of procedural fairness including providing an opportunity for the employee to respond to Council's concerns.

The following procedures will apply:

- a) The employee will be provided Council's concerns in writing; and
- b) The employee may be directed to attend a meeting with Council, and if requested, their employee representative or support person may attend; and
- c) The employee will have an opportunity to respond to the concerns; and
- d) The employee's response to the concerns will be considered by Council; and
- e) The employee will be notified of the outcome in accordance with the severity level of the misconduct.

In most circumstances the disciplinary meeting provides an opportunity to:

- Discuss the misconduct, and the employee's response; and
- Identify potential causes of the misconduct; and
- Communicate the expected standards; and
- Gain the employee's commitment to resolution strategies; and
- Notify the employee that further misconduct may result in further disciplinary action.

## 58 GRIEVANCE PROCEDURES

Council aims to support constructive and positive outcomes to workplace issues through a conciliatory process. This clause supports resolution at the lowest level possible.

Council recognises that the effective resolution of workplace issues can contribute to improving morale and productivity within the workplace.

Grievances should be resolved at the lowest possible level. Each level of supervision, where appropriate, will be consulted in an attempt to resolve the matter before it proceeds to the next level supervision. No grievance will proceed until all reasonable attempts to resolve the grievance have been explored and applied at the relevant level. At any stage of the procedure, the employee(s) may be supported by their relevant Union representative or support person.

During this procedure, and if the matter is in the course of conciliation and/or arbitration, the work practices existing prior to the grievance will, as far as reasonably practicable, remain as normal until the grievance is finalised. Nothing in this clause shall prevent Council from temporarily adjusting work practices, where appropriate, to eliminate or control work health and safety risks.

### 58.1 Procedure

#### 1. Taking the grievance to the immediate supervisor

In the first instance, the employee will attempt to resolve the matter through discussion with their immediate supervisor at the workplace level. If the immediate supervisor is a party to the workplace issue, resolution of the matter must proceed directly to their one up supervisor. If the matter raised is outside the delegation of the supervisor, the matter will escalate to an appropriate level of supervision. Where appropriate, Council may offer to support mediation or other alternate dispute resolution options to resolve the workplace issue.

#### 2. Written notification of grievance to the immediate supervisor

Where discussions have taken place and the issue remains unresolved, employee(s) must notify their supervisor of the workplace issue in writing including their desired outcome. The supervisor will acknowledge receipt of the grievance and will attempt to convene a meeting with the employee(s) within two (2) business days, or as otherwise agreed, to further discuss the workplace issue and the outcome sought by the employee.

### 3. Escalation process

If the workplace issue is unable to be resolved by the supervisor, the one up supervisor will review and attempt to resolve the matter. The delivery of the outcome should be provided by the one up supervisor, noting for the purposes of continuity the immediate supervisor will remain involved through the process as appropriate.

If the workplace issue is not resolved at this level the process continues by escalating to the one up supervisor. This process may continue until it reaches the Divisional Manager. If the grievance remains unresolved, the matter should be referred to the Senior Manager People and Culture. If the matter remains unresolved, the matter should proceed to the Director and finally the General Manager (pending all lines of supervision have had the opportunity to review and respond to the grievance).

At any stage of the grievance, the parties to this Agreement may progress a grievance to the Senior Manager People and Culture. If the matter remains unresolved, the matter can then progress to the General Manager. The union organiser may take any grievance to the General Manager should they deem it appropriate.

At any stage of the grievance, the parties to this Agreement may seek the assistance of the Industrial Relations Commission. Recourse to this procedure should not take place until every endeavour has been made to resolve the grievance in accordance with this Grievance Procedure.

## 59 WORKPLACE INVESTIGATIONS

Workplace investigations are a process by which Council gathers information to assist Council to make an informed decision. Workplace investigations typically involve enquiring, collecting information and ascertaining facts.

Where a workplace investigation is required, Council will follow its Workplace Investigation Procedure as varied or succeeded from time to time. The procedure can be located on Council's Intranet.

## 60 ABSENCE FROM DUTY

An employee is required to notify their supervisor prior to the commencement of their shift if they are not able to attend work including the reason for and duration of their absence. The employee is then required to comply with Council's leave application procedures.

Where an employee is absent from work without prior notification, the employee may be subject to disciplinary action. Consideration will be given to the circumstances of the employee's absence. Council, at its discretion, may also deduct the hours of absence from the employee's pay.

Where an employee is absent from work without the prior approval of their supervisor, Council will make reasonable attempts to contact the employee. Where the employee remains absent for a continuous period of one (1) week, and who fails to provide a satisfactory explanation for the absence, they will be deemed to have abandoned their employment with Council. Council will make attempts to provide notice to the employee in writing following one (1) week of absence. There will be a process of review undertaken by Council. If this results in termination, this will come into effect from the first day of the unexplained absence.

For the avoidance of doubt, the period of unexplained absence is unpaid. If the employee provides a satisfactory explanation for the absence in accordance with this clause, the employee will be paid.

## 61 COMPLAINTS AGAINST EMPLOYEES

The General Manager, or the General Manager's delegate, will consider and determine any complaints received against employees of Council.

It is preferred that complaints against employees be in writing and this shall be encouraged. If the complainant is unwilling to do so, written notes of the verbal complaint can be made.

The person making a complaint shall be asked to identify themselves at the time the complaint is lodged. The person making a complaint shall be treated confidentially by the General Manager or the General Manager's delegate. If the person does not identify themselves, the General Manager or the General Manager's delegate will determine if the complaint needs to be investigated based upon the nature of the complaint.

All such complaints will be forwarded to the General Manager or the General Managers delegate who will investigate the matter and initiate appropriate action.

If there is a need for the General Manager to interview an employee in relation to the complaint, the employee will be advised in writing of the nature of the complaint and their right to a union representative (or to another employee) prior to the meeting.

## SECTION 8 WORKPLACE CHANGE

Council is committed to consulting with employees on workplace change where it impacts them. This clause outlines Council's consultation requirements and how Council will manage the impacts of change.

## 62 CHANGE

The Parties to this Agreement acknowledge workplace change is ongoing to support the continual improvement of services to our community. Where a decision has been made to introduce changes that are likely to have Significant Effects on employees, a structured Workplace Change Process will be followed to manage the impacts.

Significant Effects include:

- Termination of employment; or
- Major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- The loss of or reduction in, job or promotion opportunities or job tenure; or
- The alteration of hours of work; or
- The need for employees to be retrained or transferred to other work or locations; or
- Job restructuring, specifically substantially changing the nature of a job.

Provided that where the Agreement makes provision for the alteration of any of the above, such alteration will be deemed not to have significant effect.

Council is committed to the application of genuine and effective consultation and communication processes. Consultation is the process of sharing information and the exchange of views between management, employees and, where relevant, their Union. This provides a genuine opportunity to contribute effectively to the decision-making process so far as is reasonably practicable.

## 63 WORKPLACE CHANGE PROCESS

### 63.1 THE WORKPLACE CHANGE PROCESS WILL INCLUDE:

Process	Requirement	Consultation
1. Initiating the Change	<p>Once a decision has been made to introduce changes that are likely to have Significant Effects to employees, Council will consult with relevant employees and, the relevant Union including Officials.</p> <p>Where reasonably practicable, Council will consult with employees when developing options for proposed workplace change.</p> <p>Consultation does not need to occur in writing.</p>	<p>Consultation will occur throughout the Workplace Change Process.</p> <p>Council will discuss with employees, and their relevant Union, likely to be affected what effects the proposed change is likely to have on the employees and any alternative proposals.</p> <p>Consultation may include, but not be limited to:</p>
2. Communicating the Change	<p>Council will provide notice in writing to employees and their relevant Union including Officials where the proposed change is likely to constitute a Significant Effect to the employee/s which will include:</p> <ul style="list-style-type: none"> <li>a) The nature of the change;</li> <li>b) The reason for change;</li> <li>c) The likely impacts;</li> <li>d) A timeframe for consultation with employees and the relevant Union.</li> </ul>	<ul style="list-style-type: none"> <li>i. Consideration and review of feedback provided.</li> <li>ii. Discussion on the implementation of the change process including consultation, monitoring and trialling.</li> <li>iii. The expected time frame from commencement to finalisation of the workplace change.</li> </ul>
3. Implementing the Change	<p>Where Council is satisfied that genuine consultation has occurred, the change will be implemented.</p> <p>Agreement will not be unreasonably withheld.</p> <p>Notification that the change process has concluded will be provided to the impacted employees and the relevant Union including Officials in writing, including the expected timeframe for implementation.</p>	

### 63.2 DISAGREEMENT TO THE CHANGE

Where consultation has been exhausted and there is disagreement to the workplace change, employees and where relevant their union, can follow the Grievance Procedures outlined in this Agreement. Notwithstanding this, the Parties may agree to identify the aspects of change in dispute and limit implementation to the scope of the change not in dispute.

## 64 CHANGE IMPACTS

### 64.1 SURPLUS POSITIONS AND EMPLOYEES

The relevant Unions shall be involved to observe the application of this clause.

Where Council has made a decision that a permanent position is no longer required, which will result in the position being declared surplus, Council will hold discussions as soon as practicable with the employee/s directly affected and, if requested, their Union representative.



64.1.1 Information provided to the employee will include:

- a) Reasons for the decision; and
- b) Measures to mitigate any adverse effects.

64.1.2 Where there are multiple employees performing a position, Council will utilise a merit-based ranking process to determine which employees will be deemed surplus including:

- a) Comparisons of the position descriptions, position selection criteria, experience, skills profile or equivalent; and
- b) Reference to performance, where an employee's conduct and performance has been assessed in accordance with Council's performance review process over a period of 12 months.

64.1.3 An employee who occupies a position that may be made surplus to requirements, will be given the opportunity to respond to the application of the selection criteria identified in above subclauses 64.1.2 (a) and 64.1.2 (b).

64.1.4 Employees whose skills/experience least match the requirements of the existing available positions or who, on a comparative basis, have a lesser level of performance, will be deemed surplus employees and will be managed in accordance with clause 65.1.5 below and clause 64.2– Potential Outcomes.

64.1.5 Upon determination that a position is surplus to Council's organisational needs, the affected employee shall be advised in writing that they now hold a 'surplus employee' status, and the reasons for this decision, options available to them, and any relevant next steps.

## 64.2 POTENTIAL OUTCOMES

- a) Immediate redeployment into a vacant permanent position that is a close or exact fit, that is available at the time the employees position becomes surplus. The surplus employee will be provided written confirmation of the redeployment. This appointment shall be subject to consideration of current surplus employees; or
- b) Where immediate redeployment under subclause 64.2 (a) is not possible, the surplus employee will be provided with a written notification of one of the following two outcomes as determined by Council:
  1. The employee will be placed into the Redeployment Program. This notification will also include the date of commencement of the employee's redeployment period.
  2. Where pre-approved by the General Manager, the employee may be offered voluntary redundancy. The employee will have four (4) weeks to respond and advise Council of their decision.

\*Some employees are not entitled to the provisions of voluntary redundancy. Refer to clause 64.5 Voluntary Redundancy.

## 64.3 REDEPLOYMENT PROGRAM

Where a surplus employee has not been immediately redeployed, or where voluntary redundancy is not offered, the surplus employee will be required to cooperatively participate in Council's Redeployment Program.

Council's primary objective in the redeployment process is to appoint employees to a permanent position, consistent with the person's skills, knowledge and ability, as soon as is reasonably practicable. Where required, a temporary position may be created whilst the employee is participating in the redeployment process.

64.3.1 The Placement Committee will utilise the following criteria to assess position suitability:

- a) The qualifications, experience and skills required is a close or exact fit to the available position; and

- b) The employee would be capable of performing after receiving a maximum of eight (8) weeks training; and
- c) Where the salary of the offered position is equal to or higher than the employee’s substantive salary.

64.3.2 For the purposes of table 1 below in 64.3.3 ‘salary maintenance’ for redeployment purposes includes ‘allowances paid for all purposes’ (e.g. tool allowances and shift allowances) and excludes overtime.

64.3.3 Table 1: Redeployment

Employment	Redeployment
Before 1 July 2015	<p>Surplus employees will retain the salary attached to their substantive position (the position held immediately prior to being placed in the Redeployment Program) until the employee is permanently appointed to another position.</p> <p>Where a surplus employee is successfully placed into a position, which is lower than their substantive salary, they will receive salary maintenance as follows:</p> <ul style="list-style-type: none"> <li>i. Those employees who commenced prior to 1 July 2009 – salary maintained indefinitely.</li> <li>ii. Those employees who commenced on or after 1 July 2009 – three (3) month substantive salary maintenance.</li> </ul> <p>Where a surplus employee specifically requests to be placed into a lower paid position, salary maintenance will not apply.</p> <p>Up to three (3) position offers will be provided, which can include a mix of both permanent, and temporary positions (greater than 12 month’s duration). After the third offer, the employee will be placed in the next suitable permanent position available. Salary maintenance will be in accordance with the above.</p>
On or after 1 July 2015	<p>A 12-month Redeployment Period will apply.</p> <p>Where a surplus employee is successfully placed into a position, which is lower than their substantive salary, they will receive salary maintenance for three (3) months.</p> <p>Where the employee has not been redeployed into a suitable permanent position within the 12-month redeployment period, the employee will be advised that the provisions of clause 64.6 – Involuntary Redundancy will be apply.</p> <p>Where Council foresees a suitable position may become available within a three a three (3) month timeframe, the Redeployment Period may be extended at the discretion of the General Manager.</p>

The following clauses apply to all employees, regardless of their commencement date with Council.

**64.4 REFUSAL TO PARTICIPATE IN REDEPLOYMENT PROGRAM**

64.4.1 Where an employee refuses to actively participate in Council’s Redeployment Program, the Misconduct and Disciplinary Procedures outlined in this Agreement will apply.

64.4.2 Refusal to participate in Council’s Redeployment Program will be established where the employee is:

- a) Refusing to actively participate in the Redeployment Program. This includes:

1. Refusing short-term work placements or special assignments/ projects; or
  2. Refusing directions under a work plan; or
  3. Failing to actively participate in training.
- b) Failing to meet the values and standards of conduct as prescribed in Council’s Code of Conduct.
  - c) Failing to meet the performance standards for a position/project in which the employee is placed during a redeployment and/or training program.
  - d) Refusal to accept a meaningful and appropriate offer of redeployment in line with the criteria used to assess position suitability outlined in clause 64.3.1 above.

An employee is not entitled to any payment of redundancy where they have refused to participate in the Redeployment Program.

**64.5 VOLUNTARY REDUNDANCY**

**64.5.1** Voluntary Redundancy may be an option for employees whose positions have been identified as redundant.

**64.5.2** Council may make offers of voluntary redundancy to surplus employees or, as a preliminary step in discussing options with employees, to identify those who wish to take this option. Following discussions with employees, Council will assess who will be offered a voluntary redundancy.

**64.5.3** Formal offers must be accepted by employees within four (4) weeks.

**64.5.4** Employees who decline and opt for redeployment, will not be entitled to voluntary redundancy at a later date, unless otherwise mutually agreed.

**64.5.5** The following employees are not eligible for voluntary redundancy:

- a) Employees engaged on short term and/or casual basis or for a specific period; or
- b) Apprentices whose services would normally be terminated at the conclusion of their apprenticeship or within a short period thereafter; or
- c) 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; or
- d) Employees subject to termination on the grounds of misconduct or unsatisfactory service.

**64.5.6 Table 1: Voluntary Redundancy Payment.**

Voluntary redundancy will be as follows:

Employment	Voluntary Redundancy Payment
Pre-1 July 2009	<ul style="list-style-type: none"> <li>• Three (3) weeks ordinary pay per year of continuous service</li> <li>• The minimum pay out for staff is 13 weeks ordinary pay or the conditions regulated by the <i>Industrial Relations Act 1996</i> (NSW), as amended, whichever is greater</li> <li>• Any other accrued entitlements held by the employee.</li> </ul> <p>Where the employee who was employed pre-1 July 2009 applies through a recruitment action for another position within the organisation and is appointed to the position, the employee will retain the pre-1 July 2009 redundancy provisions for their new position in the event of the position becoming redundant in the future.</p>

Post 1 July 2009	<ul style="list-style-type: none"> <li>• Three (3) weeks ordinary pay per year of continuous service but not to exceed a maximum 12-month payment</li> <li>• The minimum pay out for staff is 13 weeks ordinary pay or the conditions regulated by the Employment Protection Act 1982, as amended, whichever is greater</li> <li>• Any other accrued entitlements held by the employee</li> <li>• Loading on all accrued and pro rata Long Service and Annual Leave entitlements, where applicable</li> <li>• Any other accrued entitlements held by the employee.</li> </ul>
------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

64.5.7 An employee who receives a voluntary redundancy payment will not be reemployed by Council, in any capacity, for the period equivalent to the period of the redundancy payment calculation.

**64.6 INVOLUNTARY REDUNDANCY**

64.6.1 Table 1: Involuntary Redundancy Payment.

Involuntary redundancy will be as follows:

Employment	Involuntary Redundancy
Before 1 July 2015	Not applicable.
On or after 1 July 2015	<ul style="list-style-type: none"> <li>• Five (5) weeks’ notice of termination of employment.</li> <li>• Three (3) weeks ordinary pay (excludes overtime and allowances) per year of continuous service but not to exceed a maximum 12-month payment.</li> <li>• The minimum pay out for staff is 13 weeks ordinary pay or the conditions regulated by the <i>Industrial Relations Act 1996</i> (NSW), as amended, whichever is greater.</li> <li>• Any other accrued entitlements held by the employee.</li> <li>• Loading on all accrued and pro rata Long Service and Annual Leave entitlements, where applicable.</li> </ul> <p>During the period of notice of termination provided by Council:</p> <ul style="list-style-type: none"> <li>• An employee who resigns is entitled to the same redundancy payments provided in this clause as if they had remained in Council's employment until the expiry of the notice period.</li> <li>• An employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by Council, the employee shall provide proof of attendance at an interview.</li> </ul> <p>A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,500 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee’s entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with Council or until the employee secures alternative employment, whichever is the sooner.</p>

## SECTION 9 ENDING EMPLOYMENT

### 65 RESIGNATION / RETIREMENT / TERMINATION

#### 65.1 NOTICE

Notice of Resignation/Retirement/Termination will be given in writing by the employee on the following basis:

- a) Employees classified up to Grade 30 – two (2) weeks’ notice.
- b) Employees classified on Grade 31 and above – four (4) weeks’ notice.

Notice of Termination in all circumstances, apart from cessation of contract, medical retirement, redundancy and summary dismissal, will be given in writing by Council on the following basis:

Employees Continuous Period of Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Plus an additional 1 weeks’ notice period if the employee is over 45 years old and has completed at least 2 years of continuous service with Council.

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.

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.

Nothing contained in the termination of employment provisions will affect the right of Council to summarily dismiss any employee without notice. Any termination of employment will not contravene the organisation’s Misconduct and Disciplinary Procedures.

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.

#### 65.2 PRE-RETIREMENT LEAVE

Employees who wish to take their accrued leave entitlements prior to retirement are required to put their request in writing and specify the date of their retirement.

Employees will not receive Sick Leave during the period they are taking their leave prior to retirement.

For information regarding Resignation/Retirement/Termination refer to the Employment Policies and Procedures – Resignation/Retirement/Termination.

## SECTION 10 OTHER

### 66 UNION REPRESENTATION

Council is committed to consulting with employees on workplace matters that affect them. Council also recognises the role of employee representatives under this Agreement and the importance of maintaining good industrial relations. This clause outlines Council's consultation requirements with employees and their representatives.

- 66.1 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.
- 66.2 Wollongong City Council acknowledges the contribution required of union full time officials, branch officers, Wollongong City Council employee committees and their job delegates in order to achieve good industrial relations. For internal meetings concerning workplace matters, disputes, grievances or disciplinary matters, two (2) union representatives from the one (1) union shall attend unless prior to the meeting, the need for more representatives has been raised. This will not apply to regular planned committee meetings where designated union representation is defined.
- 66.3 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 including the ability of Branch Officers and other delegates to attend accredited union training days and the ability of Branch Officers to attend Branch meetings and Branch Committee of Management meetings. (Branch Officers refers to union members elected to a position involving representation above the local level.)
- 66.4 Executive members have a right to pursue issues relevant to Council/Union business without recrimination.
- 66.5 Requests for secondment of Council union members as union officials will be considered by the General Manager and assessed upon operational requirements. Service with Council will be unaffected as long as all costs associated with the secondment are reimbursed to Council by the relevant union.
- 66.6 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 Senior Manager People and Culture following notification.
- 66.7 Elected union delegates shall have direct access to the General Manager and Senior Manager People and Culture in matters of an urgent nature. Prior to such meeting, the Senior Manager People and Culture shall be notified as to the nature of the request and a time, date and venue for the meeting shall be arranged.
- 66.8 Notwithstanding clause 66.7, management will convene a monthly meeting of the relevant Wollongong City Council employees committee to disseminate information and to discuss policy and direction matters arising from Council and union meetings.
- 66.9 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.
- 66.10 Elected union delegates shall have unrestricted access to meet with full time union officials in the performance of their duties.
- 66.11 An elected workplace union representative with relevant coverage of the staff attending will be included in Council's Corporate Induction Day to provide appropriate information relating to the services of the union. Such presentation will be in the mode, style and timing that is conducive to good industrial relations and will demonstrate a positive working relationship with Council. Where an elected workplace union representative is unavailable, a formal request may be made to Council at least 48 hours prior for a union official to attend Corporate Induction Day to provide such presentation.
- 66.12 In matters that may be before the Industrial Relations Commission, the Unions and Associations may be represented by up to four (4) representatives.
- 66.13 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).
- 66.14 The role of job delegates in representing sections of the work force shall be recognised upon notification to Council.
- 66.15 Elected union delegates shall be granted reasonable time to discuss with members and supervisors of their division, matters of immediate industrial concern in accordance to the Grievance Procedure in the Enterprise Agreement.
- 66.16 Elected union delegates shall be granted one (1) half day per annum to permit canvassing of membership of their union.
- 66.17 Elected union delegates shall not leave their place of work to conduct union business without receiving prior approval from their immediate supervisor or higher. In instances where a union delegate is required to immediately attend an urgent meeting the delegate, if unable to speak to their immediate supervisor, can use email or telephone (including a message) to advise their supervisor.
- 66.18 All union representatives in compliance with the procedure shall not suffer a reduction in pay or entitlements.

## 67 UNION MEMBERSHIP

- 67.1 All employees have the opportunity to become a member of the appropriate union covering their occupation. Union membership is not required for employment.
- 67.2 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.
- 67.3 Employees may have union subscriptions deducted from their pay. Council requires written authority from the employee before such deduction may commence.

## 68 ABSENCE TO ATTEND ANNUAL UNION CONFERENCE

- 68.1 Council will grant accredited Annual Conference Union Delegates Leave With Pay to attend their Annual Union/Association Conference provided that:
- a) Operational requirements are met; and

- b) The union notified Council of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

**68.2** Attendance will be as follows:

- a) Up to six (6) representatives from the USU.
- b) One (1) representative each of the other unions and associations represented who are party to this Agreement.

**68.3** An accredited annual conference union delegate who wishes to obtain Leave With Pay to attend their annual Union/Association Conference will submit an 'Application for Leave' to their supervisor.

**68.4** The authorised 'Application for Leave' will be processed in the normal manner.

## 69 EMPLOYMENT POLICIES

The purpose of policies is to define standards and procedures to be applied to ensure compliance by all employees with legislative and organisational requirements. The Parties to this Agreement understand the value of policies in forming an important aspect of the employment relationship.

It is acknowledged by the Parties that by having a number of policies annexed to this Agreement will allow greater flexibility during the period of the Agreement. Despite any provision to the contrary, and for the avoidance of doubt, the terms of the annexed policies do not form part of the terms of this Agreement.

During the term of the Enterprise Agreement, the policies set out in the Employment Policies and Procedures may be varied or amended or a new policy introduced, after consultation between the relevant unions/s and management.

## 70 POLICY CHANGE PROCESS

**70.1** Following initial consideration by management, proposals by a party for changes to policies or implementation of new policies will include:

- a) Communication to affected unions and employees on the suggested changes to be made to a policy.
- b) Explanation on the need for changing a policy or introducing a new policy.
- c) Providing the likely impacts of changes to a policy or introduction of a new policy.
- d) Outlining the desired outcomes from changing a policy or introducing a new policy (if available).
- e) Providing information and data to employees and unions relating to the changed policy or new policy.
- f) Discussion to take place with affected employees and unions to identify and investigate issues arising from the changed policy or new policy.
- g) Providing feedback on outcomes of investigations to employees and unions through the Joint Consultative Committee.
- h) Assessing if there is an opportunity to trial the changed policy or new policy.
- i) Timeframe for implementing changed or new policy.

**70.2** This information will be provided to the Joint Consultative Committee in the first instance and prior to any other action being initiated.



- 70.3** At the conclusion of the Policy Change Process, the union and its members will have twenty-eight (28) days to respond to the proposed changed policy or new policy.
- 70.4** Where the consultation process has concluded and there is disagreement to the proposed changed policy or new policy, the process below will be implemented:
- 70.4.1** Stage 1 – A party to the consultation process shall notify the other party that they regard the consultation period has been exhausted.
- 70.4.2** Stage 2 – The proposed changed policy or new policy may be implemented within five (5) working days of the above notification unless a party to the consultation process:
- i. Notifies in writing that it seeks a 21 day ‘cooling off period’ which will apply from the date of the notification advising consultation has been exhausted. There will be no industrial action during the cooling off period and the status quo (existing prior to the proposed change) shall apply.
  - ii. During the cooling off period, a party can arrange a meeting with management and relevant union officials/delegates in an attempt to resolve the matter in accordance with the grievance procedure or shall notify the Industrial Relations Commission of a dispute under the [Industrial Relations Act 1996](#).
  - iii. A proposed changed policy or new policy may be implemented during or after the 21 day cooling off period subject to resolution being reached by the Parties or by decision of the Industrial Relations Commission.
- 70.4.3** Stage 3 – If no dispute has been notified to the Industrial Relations Commission or no grievance procedure meeting arranged within the twenty-one (21) day cooling off period, the proposed changed policy or new policy may be implemented after the expiry of the twenty-one (21) day cooling off period.

## 71 APPOINTMENT

Council’s Appointment Policy is stated in the Employment Policies and Procedures – Appointment Policy, and as varied from time to time, will apply. The Appointment Policy does not form part of this Agreement.

Prior to the application of the Appointment Policy, the provisions of the Lateral Transfer policy in the Employment Policies and Procedures, may be applied.

## 72 JOB EVALUATION

Job Evaluation involves the systematic comparison of jobs, based upon work value, in order to determine the appropriate salary levels for position in Council.

Council will use a job evaluation system that will objectively compare and assess job roles based on complexity, size and responsibilities in order to determine the appropriate salary levels for positions.

Council will maintain procedures relating to the application of job evaluations which may be varied or succeeded from time to time at the discretion of Council.

## 73 PERFORMANCE REVIEW PROCESS

Wollongong City Council values continuous improvement and believes in supporting our employees to develop and to achieve success in their role so they are able to contribute to the achievement of our Purpose “To Create an Extraordinary Wollongong” (our WHY), deliver on the promises made in our Community Strategic Plans through our Leading the Way Strategy (our WHAT) and behave in accordance with our organisational values (our HOW).

The Performance Review process focusses on a partnership approach to having productive performance and development conversations using a combination of formal and informal discussions.

## 74 MANAGING UNDER PERFORMANCE

Council is committed to managing under performance in a fair and consistent manner, providing the employee the opportunity to improve.

Where an employee's work performance is not meeting the expected role requirements, Council will so far as reasonably practicable, support the employee to improve their performance to the expected and communicated standard through Council's Managing Underperformance Guideline as varied or succeeded from time to time. Support for performance improvement may involve a formal plan.

## 75 ATTENDANCE MANAGEMENT PROGRAM

The Attendance Management Program provides an easy reference for supervisors and managers by outlining to either 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:

- a) Reviewing employee attendance data regularly.
- b) Identifying any unusual patterns in absences.
- c) Determining whether reasons for absences are genuine.

If absences are determined to be genuine, then employee needs to be placed on the appropriate injury management program. Should absences be determined as an attendance problem, the employee is placed on an Attendance Improvement Management Plan.

For information refer to Employment Policies and Procedures – Attendance Management Program.



## Our Wollongong Our Future

From the mountains to the sea, we value and protect our natural environment and will be leaders in building an educated, creative, sustainable and connected community.

- We value and protect our environment
- We have an innovative and sustainable economy
- Wollongong is a creative, vibrant city
- We are a connected and engaged community
- We have a healthy community in a liveable city
- We have affordable and accessible transport



**Wollongong City Council**  
wollongong.nsw.gov.au  
Phone (02) 4227 7111

