

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA11/9

TITLE: The Hills Shire Enterprise Agreement 2 (EA2)

I.R.C. NO: IRC11/1301

DATE APPROVED/COMMENCEMENT: 12 August 2011 / 12 August 2011

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA08/32.

GAZETTAL REFERENCE: Published 18 November 2011

DATE TERMINATED:

NUMBER OF PAGES: 62

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by the Baulkham Hills Shire Council, located at 129 Showground Road, Castle Hill NSW 2154, who fall within the coverage of the Local Government (State) Award 2010.

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



Enterprise Agreement (EA2)

**2012 – 2014
(financial years)**

**To continually improve
The Hills Shire Council's
Employer and Service Provider Reputation**

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Part 1 - INTRODUCTION AND GENERAL MATTERS

PURPOSE:

The parties to this agreement are committed to work cooperatively to ensure continual improvements in organisational performance, sharing of information and to provide fair and equitable conditions and rewards that attract, retain and motivate employees.

INTENT:

THSC - The Council, management, employees and their Unions wish to achieve a range of outcomes that will:

- 1. Deliver measurable benefits to Council's customers in line with Council's Management Plan or replacement.*
- 2. Strengthen the team approach and a co-operative working environment*
- 3. Encourage participation by all parties through team meetings and open sharing of information in the continuous improvement process particularly to help improve organisational performance through more efficient work practices.*
- 4. Aim at Best Practice in the areas of Customer Service, Workplace Safety, Environmental Performance and Organisational Performance.*
- 5. Reward organisational and team performance.*

1.1 Title

This agreement shall be known as The Hills Shire Council Enterprise Agreement 2 (EA2).

1.2 Parties Bound

This Agreement shall be binding upon The Hills Shire Council, known hereafter as THSC, all employees of Council, and the relevant unions - United Services Union, DEPA and LGEA.

Where employee's conditions vary, these will be addressed in the individual sections of this document.

1.3 Application

This Agreement shall apply to all employees who would normally be paid under the provisions of the Local Government (State) Award 2010.

1.4 Date and Period of Operation

This Agreement shall take effect from the beginning of the first pay period following 1st July, 2011 and remain in force for a period of three (3) years.

1.5 Relationship to Local Government (State) Award 2010

Effective the first pay period following 1 July, 2011:

- The terms and conditions of this Agreement totally replace Clause 6 (Rates of Pay), Clause 7 (Salary System) and Clause 8 (Use of Skills) of the above Award.
- This agreement also replaces the Monetary Rates – Table 1, as expressed in Part B of the Award, and which is linked to Clause 6 (Rates of Pay) of the Award.
- For all other purposes this Agreement should be read in partnership with the Award and it is the intention of all parties, through this agreement, to better the terms and conditions of the Award.
- Where this Agreement is silent, the terms and conditions of the Award and all variations thereafter, will apply.
- Subject to the preservation of any minimum conditions prescribed under the NSW Industrial Relations Act any subsequent amendments made to the parent Award after the date of this Agreement's registration will be included in the terms and conditions of this Agreement subject to mutual consent between the parties.

1.6 Single bargaining unit

For the purpose of negotiating this agreement, in accordance with the NSW Industrial Relations Act, a single bargaining unit has been established with a negotiating committee consisting a mix of management, employee and union representatives.

1.7 Aim of agreement

It is the objective of the parties to this Agreement to develop a workplace culture that will continually improve customer service and service delivery, and reward employees appropriately when improvements are made and performance measures are achieved.

1.8 Customer Focus

- a) The parties recognise that THSC exists, in part, to meet the needs of its customers.
- b) Best Practice requires that THSC be focussed on meeting the needs of its customers.
- c) THSC will regularly consult its customers to ensure that the service provided is relevant to current and future customer needs.
- d) Employees will have input into the process of achieving a customer focus and training will be provided to ensure that employees have the skills necessary to adequately address customer requirements.

1.9 Best Practice

Parties to the Agreement agree to negotiations directed towards improvements in productivity, efficiency and flexibility, which will be achieved within the parameters of this Agreement.

The parties to this Agreement agree to a broad agenda aiming to achieve "best practices", but not designed to undermine existing standards and conditions. This agenda may include, but not be restricted to:

- o Work organisation, job design, working patterns and arrangements
- o Training
- o People Management Policies
- o Workplace Safety
- o Optimisation of Resources
- o Identifying Continuous Improvement Opportunities
- o Flexible Employment Conditions
- o Performance Management and Measurement

1.10 Measurement

The measure of success of this agreement is that during its life annual Customer Satisfaction Survey Results improve continuously, and that higher levels of organisational performance, as assessed through agreed measures have been achieved.

1.11 New Employees

The parties agree that any employee who is engaged by THSC during the term of this Agreement will be entitled to all benefits and be bound by all obligations under this Agreement.

New employees will receive organisation & team bonuses on a pro-rata basis based on the amount of time in a financial year they were employed.

1.12 Agreement to be displayed

The JCC will ensure copies of this Agreement shall be accessible to all parties covered by the Agreement.

1.13 THSC Policies

All THSC policies referred to in this Agreement can only be changed by agreement between the parties during the life of this Agreement.

1.14 Renegotiation

The parties undertake to commence discussions for renegotiation of this agreement by July 2013.

1.15 Definitions

Service Unit - refers to a designated natural work team, responsible for achieving agreed work outputs

Service Unit Manager - refers to the hierarchal leader of that Service Unit

EA - Enterprise Agreement

Mercer CED - Mercer Cullen Egan Delf Salary Evaluation System

JCC - Joint Consultative Committee

Award - Local Government State Award 2010

THSC - The Hills Shire Council

Unions - DEPA - Development and Environmental Professionals Association

USU - United Services Union

LGEA - Local Government Engineers Association

Group - Team of Service Units headed up by a Group Manager as per the Organisation Structure

"Contract Employees" - Employees who are engaged on an Individual Performance Based Agreement known in THSC as a "Contract"

Part 2 - COMMUNICATION AND CONSULTATION

PURPOSE:

THSC is committed to open sharing of all information to employees. This process will continue to evolve throughout the life of the EA and will incorporate the widest possible distribution of information and the active encouragement of information sharing between employees and management.

INTENT:

Successful and prompt communication is essential for effective consultation in a diverse organisation such as THSC. This includes information sharing and consultations involving teams, management, employees and unions.

It is recognised that the involvement of employees in decision making, will lead to better decisions and a greater commitment to implementation of decisions.

MEASURE OF SUCCESS:

THSC will measure the success of the "Communication and Consultation" section by enhanced results in the relevant sections of the Cultural Vitality Survey and Annual Community Survey.

2.1 Joint Consultative Committee (JCC)

This Committee will assist consultation between employees and management on staff policy and people management issues. To achieve a genuinely positive culture at THSC, the JCC must play an integral role in:-

- informing employees of management issues
- informing management of employees issues and concerns
- intermediate role policy development (between concept and approval)
- the salary review and stabilisation process.

2.2 Consultative principles

The use of consultation as the general way of doing business will mean that all employees have the right to financial and organisational performance information, and have the right to contribute ideas, and to expect that their ideas will be considered in reaching a final decision.

Where THSC is proposing significant changes in work practices or staffing, consultation with all employees affected will occur for employees to meet and consider proposals.

Management will recognise the value of JCC Membership and Union Representation and will support their participation in this process.

2.3 Forms of Communication

All employees at THSC will attend monthly team meetings.

The following must be an agenda item at team meetings to ensure employees are receiving valuable information:-

- Organisational Performance Measures
- Team Performance Measures
- Relevant outcomes of Council Meetings
- Relevant outcomes of Executive Forum
- Outcomes of Managers Meetings
- Outcomes of the JCC Committee (including Risk Management Initiatives)
- Changes in best practice / legislation / industry developments or scientific and technological change

Minutes of all meetings will be taken and be accessible to all team members.

Management commit to sharing the performance information as outlined and employees agree to attend, when practical and contribute ideas and solutions on how to improve performance.

Managers of service units are required to brief their Group Manager or next line Manager on any relevant information discussed in team meetings.

Professional and Industrial Organisations Communication:-

- Employees are provided with reasonable time within core working hours to attend union meetings provided service and team performance is not compromised, and at least 24 hours advance notice is provided to management where possible.
- Information on the JCC and its members will be provided to new employees
- Union & professional employees delegates are allowed reasonable time to carry out their employee representative duties
- Professional and industrial organisations employees' delegates and representatives are provided with appropriate support to carry out their duties.
- Genuine union communications on issues affecting employees can be placed on notice boards etc.

Part 3 - REMUNERATION AND CLASSIFICATION

PURPOSE:

To provide a fair and market competitive salary system for employees. All employees working under this EA2 shall be classified by reference to the qualifications and experience required to fulfil each position. Remuneration will be paid at base rates according to established MERCER CED classification or replacement. High performing employees will be further remunerated through additional annual performance based bonus schemes.

INTENT:

To make THSC salaries competitive in regards to market conditions, in order to be able to attract, retain and motivate quality employees.

MEASURE OF SUCCESS:

THSC will measure the success of the "Remuneration & Classification" section by improving organisational performance and/or reducing annual employee turnover and/or maintaining the fill time required to fill vacant positions.

3.1 Salary System

The introduction of Enterprise Agreement one (1) allowed for a transition from the existing competency based system to a performance based salary system with two (2) levels – (Attachment A).

Where employees are moved, or appointed, to the minimum salary level of a position e.g. Salary level S01), progression to the maximum, (e.g. Salary level S02) will be based on the annual PPR assessment which is conducted in the June-July period each year, which includes an assessment of a five point matrix of work achievements, results, qualifications, skills and work values.

The salary system will be continually reviewed during the life of this Agreement to ensure that it continues to be effective in terms of market competitiveness, internal fairness and its motivational ability to drive performance.

Should an agreement not be reached on the PPR assessment, employees shall have the right to appeal under the Grievance and Dispute Resolution Provisions of this agreement.

3.2 Level of Positions

Job Evaluation involves the systematic comparison of jobs, based upon work value and market evaluation, in order to determine the appropriate salary levels for positions in THSC.

Positions shall be assigned a salary level to be determined by the assessment of the job specification in accordance with Mercer CED or similar model, as negotiated with the parties to this agreement.

3.3 Market Evaluation

THSC undertakes to monitor remuneration data and to review its package arrangements to ensure that there is opportunity for particular labour market fluctuations to be addressed in remuneration terms. If appropriate, THSC will purchase a minimum of 1 recognised industry salary survey(s) for use as a guide in this process. 'No disadvantage', shall apply on each occasion to existing employees.

If purchased, THSC will advise employees of its findings with respect to market data, six months before the end of this agreement.

While THSC undertakes to preserve the competitiveness in remuneration markets, decisions with respect to the use of remuneration-market data will be at the discretion of the General Manager, following consultation with Executive team.

3.4 Salary Levels

There will be 50 salary levels across the organisation (unless otherwise negotiated) - (Attachment A). Also attached in Attachment A are the Trainee Rates as stated in the Local Government State Award 2010.

Within each non-“contract” position there are two salary levels, a minimum and maximum.

Non “contract” positions vacant will be advertised with a range up to the maximum of the position level determined for that position.

On commencement of employment with THSC, salary for non “contract” roles will generally be payable at the minimum point of the level for that position, however the General Manager may authorise payment at the maximum, having regard to the career achievements, qualifications, skills and general market competitiveness for the person and position.

For a non “contract” employee who does not progress to the maximum in the first instance, they can progress to the maximum based on an assessment, by their Manager, of a five point matrix of work achievements, results, qualifications, skills and work values as outlined on the third page of the Annual Performance and Planning Review Process (PPR), or similar instrument - (Attachment C).

3.5 Salary Rates

Salary Rates shall be paid in accordance with the Salary Table in Attachment A.

Note: The Salary Table does not include Motor Vehicle Allowances and Deductions where applicable.

3.6 Salary Increases and Bonus Payments

In consideration of the commitment of all parties to this agreement to improve productivity, efficiency and flexibility of all operations within THSC, the salary increases and bonus payments shall be paid in accordance with table below:

Salary	Salary Increase 'NOT AT RISK'	Effective Date	Bonus Payment			
			'AT RISK'		Date Payable	Date Payable
			ORGANISATIONAL		TEAM	
2010 Base	+2.15%	1/07/2011	0% - 2.5%	01/12/2012	\$500.00 per full time employee	31/08/2012
2011 Base	+3.25%	1/07/2012	0% - 2.5%	01/12/2013	\$500.00 per full time employee	31/08/2013
2012 Base	+3.25%	1/07/2013	0% - 2.5%	01/12/2014	\$500.00 per full time employee	31/08/2014

The “at risk” organisation bonus will be paid as a percentage of individual salaries, (and individual salary packages for “contract” employees), as at 30th June and will be paid as a lump sum in the first pay period of December. The “at risk” team bonus is paid as a \$500.00 amount (incremented with the Award increase of the year the bonus is calculated against), paid in the first full pay period on or after 31st August each year. Part time employees will be paid on a pro-rata basis.

Note 1: The minimum payments not at risk in each year will be \$23 per week for 38 hour a week employees and \$19 per week for 35 hour a week employees for the first year of this agreement and \$23 for the following two years of this agreement.

Bonus Payments to new employees will be paid on a pro-rata basis for employment duration in that financial year. Bonus Payments are not payable to employees who terminate their employment, prior to end of financial year.

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

Any full time and part time employees, who leave THSC employment between 1st July and 1st December each year, will not be entitled to the organisation bonus.

Any full time and part time employees, who leave THSC employment between 1st July and 31st August each year, will not be entitled to the team bonus.

In year 1 of EA2 Casual staff, in lieu of bonuses, will receive a loading of 26% provided the Organisation bonus is achieved for year three (3) of EA1.

This 26% loading will continue for years two (2) & three (3) of EA2 provided an Organisational bonus of at least 1% is achieved in the preceding years.

Should the annual salary increase, as specified in the Award, or its successor, for any year of this Agreement, be greater than 3.25%, the parties are prepared to negotiate an alternative to the not at risk salary increase for the final year of this Agreement.

3.7 Overtime – General

With appropriate approval:

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- (v) An employee (other than a casual) who works four or more hours overtime:
 - (a) between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift so that they have not had at least ten (10) consecutive hours off duty between those times, or
 - (b) on days other than ordinary working days so that they have not had ten (10) consecutive hours off duty in the fourteen (14) hours preceding the employee's ordinary commencement time on the next ordinary working day,

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

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

This subclause only applies to employees who are on call or called back to work:

- for four hours or more, or
 - on consecutive days without having had a ten hour break, or
 - on more than one occasion during the day outside of the four hour period.
- (vi) Where there is prior agreement between the council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This subclause shall not apply to employees who are on call or called back to work.
 - (vii) Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of council and standing and / or special committee

meetings. For the purpose of this subclause, an employee who is required to attend meetings of the council and standing and / or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.

(viii)

- (a) Subject to paragraph (b), a council may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
 - any risk to the employee;
 - the employee's personal circumstances including any family and carer responsibilities;
 - the needs of the workplace;
 - the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and any other matter.

(ix)

- (a) Operations staff may approve up to two hours overtime if the task they are undertaking can be finished within that time. Staff will have to notify their direct supervisor and/or Operations administration staff and be able to justify to their direct supervisor on the next work day the reason for the overtime and that the task was completed.
- (b) Management reserves the right to remove this approval should an employee abuse overtime provisions in subclause (ix)(a)

3.8 Allowances

Award allowances shall be paid in addition to the rates established within salary ranges. All allowances will increase in line with approved percentage increase applicable to "not at risk" salary increase.

Allowances shall be paid in accordance with the Allowance Table in Attachment B.

3.9 Salary Packaging / Salary Sacrificing

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

GST

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

Benefits offered

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

- Childcare at Council provided Centres
- Additional superannuation
- Professional memberships
- Laptop computer (Notebook)/personal digital assistant (PDA) limited to one of each per employee per year.
- Additional payments for maternity/study leave
- Novated vehicle lease
- Other items associated with the employees work including brief cases, calculators and tools of trades.

Administration



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

Changes

An employee may elect at any time to stop Salary Packaging by giving at least twenty-eight days formal notice. The stopping of Salary Packaging Arrangements with THSC will not cease any personal financial obligations an employee has with the third party in relation to the benefit including but not limited to Novated Car Lease payments, and Childcare Fees etc.

Independent Financial Advice

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

Salary Packaging Year

Runs from 1st April to 31st March and is the same as the FBT year.

3.10 Annualised Salaries

Annualising salaries is a business strategy that has the purpose of offering Employees assured higher gross earning capacity, whilst providing productivity improvement for THSC. The Annualised Salary System will be cost effective to administer and can provide our employees the ability to earn 20 – 30% more annual income than working standard hours. Annualised salary approval will be subject to adequate budget resources being available within program areas. Annualised salaries will ensure that potential earnings of our employees can compete favourably with private enterprise, and other Councils, who offer the opportunity to work longer hours for more pay if the employee agrees.

Annualised salaries will not be used to reduce current Employees entitlements or income and Employees will not be disadvantaged by the implementation of these arrangements.

Annualisation of salaries may be negotiated between an Employee and THSC, where practical for the improvement of business. Annualisation will be considered by the Service Unit Manager at point of entry for new employees, or where existing employees are regularly working overtime and/or earning allowances, including on-call and higher duties allowances. Predictable overtime hours and allowances are set on a calendar year basis and form basis for annualised salary. Opportunities for existing employees to annualise may arise from vacancies within their service units.

Annualisation shall be only by agreement, and will be confirmed with a formal offer from THSC. The minimum period of agreement of annualisation shall be 52 weeks. Each year the annualisation hours will be reviewed, revised and confirmed by both parties.

Annualisation will be restricted to a maximum of 7 additional hours per week at regular overtime rates plus any allowances. That is an employee currently on 35 hours per week, can annualise their salary to up to 42 hours per week (made up of 35 hours at regular hourly rate plus 7 hours at time and half rate, plus allowances). The employee will be required to work new negotiated weekly hours.

Leave for people on annualised salaries will accrue, be taken and be paid at the annualised rate.

3.11 "Contract Employees"

"Contract Employees" will receive 8 days special leave per annum, in recognition of the time worked in excess of 35 hours per week, to be taken off at a mutually agreeable time.

3.12 Superannuation Contribution

The Superannuation Guarantee Levy (9% of pre-packaged salary), or as per legislation, will be contributed to the employees nominated super fund by THSC.

3.13 Higher Duties

An employee, including contract employees, required to relieve in a position and undertake the specific duties of that position, which is at a higher level within the organisation, shall be paid at least the minimum rate for that position.

If the General Manager, Group Manager, Manager, Coordinator or Team Leader, is absent, unless the Group Manager or Manager determines that there is not a need for an acting role, they will be



relieved by an employee from within the organisation who will be paid at least the minimum rate for that position. They may be paid higher pending skills, qualifications and experience.

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

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

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

3.14 Pay Advice

Employees shall be paid weekly into their nominated accounts on a regular payday which can be altered with prior agreement.

THSC shall provide advice of payments to employees within a reasonable time of the payment being made.

Pay will not be reduced when an employee is legitimately engaged with the SES or Rural Fire Services. A special leave form will need to be signed by the General Manager after the event. If an employee can genuinely not get to work due to bushfires or floods a special leave form will also need to be signed by the General Manager.

A handwritten signature in black ink, consisting of a stylized, cursive name.

Part 4 – PERFORMANCE & TIMELINES

PURPOSE:

To improve organisational performance by establishing and implementing measures, monitoring trends, and modifying our business activities as necessary, to motivate Employee ownership of business improvements by sharing in the improvements achieved.

INTENT:

Provide a structure for the measurement of performance in order to improve customer service and business outcomes.

MEASURE OF SUCCESS:

THSC will measure the success of the "Performance" section by monitoring trends in key areas and improving same. A likely outcome from providing a workplace that is performance focused is a reduction in operational expenditure, whilst maintaining or improving service levels.

4.1 Productivity Measurement

The parties will aim to improve the quality, efficiency and accessibility of Customer Services to all of THSC's customers (Residents, Ratepayers, Businesses and Visitors).

The parties agree that the following principles will apply in the development of performance measures:

1. Performance measures must take account of quality and service provision, rather than purely cost considerations
2. Performance measures must be easily understood by the workforce
3. Performance measures will be developed jointly and must be agreed by the employees and approved by their team, their Manager, their Group Manager and General Manager
4. Agreed Measures must relate to matters directly linked to, or heavily influenced by, the Service Unit and be relevant to the Management Plan
5. Agreed Measures must have scope for improvement
6. Performance measures are linked to performance appraisal

4.2 Organisational Performance Measures

THSC and Employees commit to measuring performance of the following organisational measures (Attachment F):

1. Sick Leave
2. Mystery Shopper
3. Recurrent Revenue / Expenditure Original Budget
4. Lost Time Injury Frequency Rate
5. % of Standards Achieved (Attachment G)

4.3 Bonus Allocation linked to Organisational Measures

The organisation bonus will be paid in accordance with section 3.6 if the performance targets as expressed in 4.2 are met.

4.4 Team Performance Measures

Each team will have two common team performance measures across the Organisation which are:

- (i) % Outstanding task, ECM tasks completed or % of Works Orders completed on time.
- (ii) Mystery Shopper Rating Score of 72 or greater.

The remaining three team performance measures are to be developed by each Service Unit within the first three months of this EA. Team's performance measures will be developed with the assistance of a Facilitator.

Team performance measures must help drive the achievement of the outcomes of the THSC's Management Plan and may include but not be restricted to measures of:

- Quality of Service
- Timeliness
- Flexibility of working arrangements
- Training (level and appropriateness of)

- Cost Effectiveness
- Workplace Safety
- Environmental Management
- Employee participation
- Resource Optimisation

Team Performance measures must be agreed by the majority of employee's within the Service Unit, and need to be approved by their Manager, their Group Manager and the General Manager, who will take into consideration the motivational and organisational values of such measures and the ease of such measures to be communicated and measured.

4.5 Monitoring of Performance Measures

Performance measures will be shared at **monthly team meetings** and ideas sought for the improvement of measures. Service Units will be expected to evolve and improve Team performance measures to best suit customer service during the life of this EA. A Manager should be present on each occasion when team measures are reported and the Group Manager must be present at team meetings on a quarterly basis.

The cultural shift in efficiency provided through measuring performance during the life of this agreement provides strong justification of implementing a reward scheme to employees.

4.6 Bonus allocation linked to Team Measures

4.6.1 Year 1

Employees in teams who develop their three (3) measures within the first three months of this agreement and obtain the minimum level requirement (to be achieved annually) and reported at team meetings on those measures quarterly throughout the financial year, will be entitled to the 'at risk' bonus in accordance with clause 3.6 of this EA.

4.6.2 Year 2

Employees in teams who demonstrate an improvement of their team performance measures, as compared with previous financial year (to be achieved annually), and reported at team meetings on those measures quarterly throughout the financial year, will have earned a bonus allocation in accordance with the table in section 3.6 of this agreement.

4.6.3 Year 3

Employees in teams who demonstrate an improvement of their team performance measures, as compared with previous financial year (to be achieved annually), and reported at team meetings on those measures quarterly throughout the financial year, will have earned a bonus allocation in accordance with the table in section 3.6 of this agreement.

4.7 Performance Plan & Review

All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions. A template for the Performance Plan & Review is located as Attachment C, of this agreement. THSC will endeavour to review and improve the Performance Plan & Review instrument during the life of this agreement.

Attachment D sets out the timelines for the Enterprise Bargaining Agreement.



Part 5 - VALUING AND DEVELOPING OUR PEOPLE

PURPOSE:

The parties recognise that in order to increase efficiency and productivity of THSC, a significant commitment to structured training and skill development is required.

INTENT:

The parties will provide a safe and healthy workplace for employees. Suitable training will be organised to enhance and optimise skills of employees to perform their duties. Employees will be motivated by meaningful jobs, and all employees will know they are valued and rewarded appropriately.

MEASURE OF SUCCESS:

THSC will measure the success of the "Valuing and Developing our People" section by enhanced results in the Cultural Vitality (Employee) Surveys. This can be achieved by increasing the number of training hours offered to each employee, improving the number of courses that go ahead as scheduled in our annual training plan, maintaining our internal appointment ratio, and improving annual customer satisfaction survey results.

5.1 Learning and Development

THSC will provide an average of fourteen (14) hours training per employee, seven (7) hours of relevant training per employee will be linked to the Performance & Planning Review and the Learning and Development Calendar including any legislative training required for a position.

To assist in the aligning of skills and knowledge with Organisational direction, learning and development opportunities will also be provided through the annual Learning & Development Catalogue.

In addition to THSC policies on further education, training and development:

Costs for all approved training will be met by THSC.

Individual Training and Development Plans provide the opportunity for each employee to spend time discussing their work and development skills gap with their Manager. This formal process is conducted annually during the performance appraisal process (PPR).

THSC provides employees with assistance to obtain skills acquired through further education, which is relevant to the employee's position. Where an employee chooses to undertake a course of study, which is not part of their prescribed job training identified through PPR, but will provide for a career transition within Local Government, the employee may be entitled to access THSC's Educational Assistance Policies.

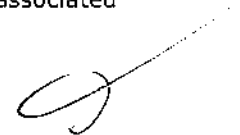
THSC's educational assistance program will be broadened to include statutory, vocational, and TAFE courses which are relevant to an individual's direct career or a possible career transition within the Local Government industry on the same basis as the current study policy.

THSC will where practical, on 'wet days', organise on the job training on key machinery for interested employees.

To facilitate succession planning and career development, THSC will arrange for any employee studying under the above clauses at least one weeks experience per annum in the relevant area of THSC to enhance the employees skills and aid in providing a solution to THSC's long term resource requirements.

5.2 Professional Development

It is agreed that it is the responsibility of the employee to keep him/herself informed of developments in the profession, and develop professional knowledge and ability in accordance with scientific and technological change. Where the employee is granted permission to attend a conference, seminar, short-term study course or the like, the employer shall meet all associated costs and shall continue the payment of full salary and benefits to the employee.



5.3 Higher Grade Opportunities

Temporary assignments and secondments will be supported by the Employer where a professional development opportunity exists.

Temporary Assignments

Where a temporary assignment is going to be at least three (3) months, the assignment will be advertised internally, seeking expressions of interest from existing employees to fill the role on a temporary basis.

An employee undertaking this type of assignment will be able to return to their designated position when the assignment is completed.

Higher duties shall only be payable where the temporary assignment is at a higher classification level, and where the Employee assumes responsibility for a range of duties of the higher position.

The rate of additional payment for higher duties will be the difference between the Employee's substantive salary and the minimum of the salary level for the higher position.

Secondments

The Employer may second an Employee into another role within the organisation to better suit critical and unexpected business requirements and special projects.

Secondment arrangements are not intended to disadvantage the Employee, but open career opportunities within the organisation. The employee will return to their permanent position on completion of the secondment.

5.4 Trainee Employment and Apprenticeships

The parties are committed to a strong ratio of trainees/apprentices and subject to affordability will maintain ratios, as existing at the start of this Agreement, as a minimum throughout the life of this Agreement.

5.5 Junior Employment

The parties are committed to supporting Junior Employment.

5.6 Workplace Safety

Parties of this agreement shall in addition to ensuring compliance with the OHS legislation, implement the best achievable level of Workplace Safety through a Systems Approach which aims to control hazards at source, reduce the incidence and costs of occupational injuries and illnesses.

5.7 Succession Planning

The parties recognise that succession planning is a critical activity of THSC due to the relatively large number of employees with extensive experience and corporate knowledge approaching retirement. Further, the parties recognise that succession planning is a shared responsibility between management and employees.

The parties agree that during the life of this agreement, succession planning activities such as, but not limited to, the following, will be explored:

- Maximising the opportunity for personal growth and development providing higher duty appointments of reasonable periods
- Graduated work/family transition program for employees
- Documenting of practices and procedures to retain Corporate Knowledge
- Employee Interchange

5.8 Employee Interchange

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

Where significant developmental opportunities exist, Employee Interchange may be offered for high achieving employees. This will need to be done in line with agreed consultative process.



5.9 Retraining

Reasonable retraining shall be provided to assist employees who are offered redeployment – on a case by case basis.

5.10 Review of Resources

Within the first six months of this agreement THSC shall agree to require all Managers to *review the workloads, workspace and use of resources* within their service unit. The results of the review will be reported to the Executive no later than 12 months after the beginning of this agreement.



PART 6 - WORK & LIFE BALANCE

PURPOSE:

THSC recognises the need to provide appropriate levels of flexibility and support at the workplace to enable employees to balance their work, community and personal responsibilities.

THSC also recognises the needs of employees at different stages of their working life. This might include the capacity for parents of young children to work from home, or greater access to part-time work following parental leave. In addition, there may be greater availability of part-time work for mature employees as a prelude to retirement.

INTENT:

(Senior) Management to drive a cultural change which will provide quality customer service while providing flexible working arrangements which will motivate, retain and attract employees. Managers need to consider work and life balance requests in regards to service provision and will not unreasonably withhold approval.

Access to flexible work and family arrangements is negotiated between the Employee and their Manager under the delegated authority of the General Manager.

MEASURE OF SUCCESS:

THSC will measure the success of the "Work & Life Balance" section by enhanced results in the Cultural Vitality Surveys, retaining a higher percentage of employees, and reducing the time to fill vacant positions and increasing Customer Satisfaction.

6.1 Hours of Work

6.1.1 Ordinary Hours

The ordinary hours of work for all full-time THSC employees is 35 hours per week and 38 hours per week as per the breakdown as specified in the Award.

- The ordinary hours of work for part-time employees shall be as agreed on appointment to the position.
- Spread of hours shall be in accordance with Award.
- The shift and penalties provisions of the Award will apply to work outside Council's spread of hours.
- Teams working in Libraries, Customer Service Centres and Compliance may elect by mutual agreement to modify their spread of hours to include Saturday to Sunday from 8am to 5pm.

Where mutual agreement on spread of hours is reached, employees will be entitled to work a 9 day fortnight and employees working in those teams will only be required to work one weekend in four at the very maximum. A 10% loading will apply to staff salaries where the spread of hours is mutually agreed to be changed to include revised times over Monday to Sunday.

By mutual agreement between General Manager and Service Units, other teams electing for their spread of hours to change from Monday-Friday to Monday-Sunday will also be entitled to work a 9 day fortnight and employees working in those teams will only be required to work one weekend in four at the very maximum. A 10% loading will apply to staff salaries where the spread of hours is mutually agreed to be Monday to Sunday.

- Any changes agreed need to be implemented within three months of agreement.
- The maximum ordinary hours in any one shift will be 10 hours.

The ordinary hours for employees shall be arranged, to ensure that service provision for the customer is maintained or improved.

It is the objective of the parties, throughout the life of this agreement, to investigate options which would allow for flexibility for the ordinary hours for all full time employees.



6.1.2 Saturday and Sunday Work

- (i) Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.
- (ii) The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the ordinary hourly rate of pay for work on a Saturday and a 100% penalty in addition to the ordinary hourly rate of pay for work on a Sunday:
 - Beach inspectors;
 - Cleaning;
 - Garbage;
 - Mechanical Trades (Workshops);
 - Parks and Reserves;
 - Rangers and parking officers;
 - Sanitary;
 - Sewerage;
 - Sullage;
 - Waste; and
 - Water
- (iii) An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee’s request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) Council will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant provisions;
 - (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this subclause, Council shall not be required to pay the penalty rate provided by subclauses (i) and/or (ii).

6.1.3 Shift Work

- (i) Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this subclause.
- (ii) Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

Aerodromes	5.00am to 10.00pm
Caretakers	5.00am to 10.00pm
Childcare	6.00am to 7.00pm
Cleaners	5.00am to 9.00pm
Entertainment, Theatres and Hospitality	6.00am to 11.00pm
Libraries	8.00am to 9.00pm
Leisure Centres	5.00am to 11.00pm
Parking Station Attendants	6.00am to 10.00pm
Pools	5.00am to 11.00pm
Rangers and parking officers	5.00am to 10.00pm
Security/watchpersons	5.00am to 10.00pm

- (iii) Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- (iv) With the exception of staff engaged in the function of street sweeping, employees in receipt of the higher disability allowance provided under clause 14(i)(b) of the Local



Government State Award 2010 shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by subclause (i).

- (v) An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in clause 6.1.3(ii), in lieu of the ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) Council will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant positions;
 - (d) Where an employee requests to work ordinary hours outside the relevant span of hours Council shall not be required to pay a shift penalty for the actual time worked.

6.1.4 Facilitative Provisions

An employee's commencement and / or finishing times may be altered by agreement. Council and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in the EA or Award.

6.2 Flexible working hours

A major objective of offering a broad range of flexible working arrangements is to improve performance and customer service. The General Manager is committed to empowering Service Units with flexibility.

Where service standards, safety and team work will not be compromised, and performance measures are agreed, measured and met during the life of this agreement, all permanent employees can negotiate flexible working arrangements with their Service Unit Manager under the delegated authority of the General Manager. Flexible working hours will include such things as flexible start, break and finish times and working extra hours on a time exchange system. The success of the flexible options will be monitored and adjusted as required by the Service Unit Manager, subject to delegated authority from the General Manager.

Note that time accrued under flexible working hours arrangements is capped at 1 day, unless mutually agreed.

All full time employees on 38 hours per week will continue to have their 9 day fortnight arrangements; all full time employees on 35 hours per week may maintain their 14 day/3 week arrangements, as are in place at the time of signing this EA.

6.3 Meal and rest breaks

- (i) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours of continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.
- (ii) Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.

6.4 Phased Retirement

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

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

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



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

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

6.5 Work from home arrangements

These flexible arrangements allow full-time or part-time employees to work from home on a regular basis. It may be applied to roles that are relatively independent without the need for a high level of face-to-face interaction and where the employee has the appropriate skills.

Statutory requirements apply to employees working from home as they do to employees working in the workplace. There must be understanding and compliance by all affected parties with all statutory responsibilities prior to any arrangements being commenced. The Group Managers and General Manager will sign off on these arrangements prior to commencement.

Service Unit Managers may apply work from home arrangements to short-term projects (5 days).

All working from home arrangements must be mutually agreed and discussions can be initiated by either party

6.6 Child Care arrangements

Salary Sacrifice of fees will be available as per clause 3.9 of this EA.

6.7 Child Care Expenses Associated with Additional Hours

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

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

6.8 Nursing Mothers

If demand warrants, an investigation will be made into providing facilities to accommodate nursing mothers returning to work while breastfeeding. Often a room requires little outlay other than a clean refrigerator, sink and a comfortable chair. Guidelines should be established governing the use of the room to ensure access, privacy and hygiene standards. Where there is no other space available, a first aid room may be used and the guidelines governing its use amended accordingly.

6.9 Expenses

THSC will reimburse the Employee for all reasonable out-of-pocket expenses properly incurred by the employee in carrying out the Employee's duties under this Agreement

6.10 Relocation Expenses

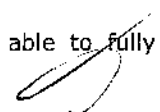
Relocation allowances will be paid to permanent employees who are newly recruited and move to The Hills Shire within their first two years of employment. On presentation of receipts, THSC shall pay for all reasonable expenses up to a limit of \$3000. 50% will be paid on moving and the balance will be paid if the Employee is still working at THSC, and still living within the Shire 18 months later.

6.11 Counselling and support services (Employee Assistance Program)

THSC commits to contract the services of a professional counselling and support service organisation to provide confidential services to Employees and their immediate families, on work and personal issues.

6.12 Health & Wellbeing Encouragement

THSC acknowledges that physical well being is a key factor in employees being able to fully perform their duties and minimise absenteeism and prevent workplace injuries.



THSC commits to holding "Health Days" throughout the year where specialists in their fields will provide information and testing of employees on a range of services e.g. blood glucose levels, blood pressure, posture at work, nutrition, asthma & diabetes information, lung function, men's health, women's health etc.

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

Flu vaccinations will continue to be provided to interested employees at the organisations expense.

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

6.13 Employee Facilities

Over the term of the EA, THSC will work with the JCC in delivering the following:

- Parents Room
- Separate shower & toilet facilities
- First Aid Triage room



Part 7 - WORKPLACE CHANGE AND REDUNDANCY

PURPOSE:

The parties to this agreement recognise that major changes to the workplace can be stressful to employees and that it is reasonable and appropriate to discuss proposed changes with employees involved or impacted by proposed changes.

The parties to this agreement acknowledge that where an employee is terminated due to redundancy the employee will be entitled to a redundancy payment

INTENT:

The parties to this agreement will always endeavour to consult in good faith and give due consideration to comments, suggestions and requests made in regards to workplace change and redundancy.

MEASURE OF SUCCESS:

THSC will measure the success of the "Workplace Change & Redundancy" section by enhanced results in the Cultural Vitality Surveys.

7.1 Council's Duty to Notify

- (a) Where a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

7.2 Council's Duty to Discuss Change

- (a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses (7.1)(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / or their union in relation to the changes and may reconsider its original decision.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the council to make the changes referred to in subclause (7.1)(a) and (b) of this clause.
- (c) For the purposes of the discussion, the council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

7.3 Discussion Prior to Termination

- (a) Where a council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (1)(a) and (b) of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly affected and with the union to which they belong.



- (b) The discussion shall take place as soon as it is practicable after the council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
- (c) For the purposes of the discussion, the council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

7.4 Notice to Centrelink

Where a decision has been made to terminate employees, the council shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

7.5 Notice of Termination

- (a) Five weeks notice to terminate or pay in lieu thereof shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
 - (1) Three (3) months notice of termination or
 - (2) Payment in lieu of the notice in paragraph 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (3) Notice or payment of notice under this paragraph shall be deemed to be service with the council for the purposes of calculating leave entitlements under this award.

7.6 Redundancy Pay

- (a) This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to subclause (7.5) of this Clause, the employee shall be entitled to severance pay as follows:

COMPLETED YEARS OF SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay

COMPLETED YEARS OF SERVICE WITH COUNCIL	ENTITLEMENT
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (vii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the council's employment until the expiry of the notice period.
- (viii) During a period of notice of termination given by the council, 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 the council the employee shall provide proof of attendance at an interview.
- (ix) A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,000 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 the council or until the employee secures alternative employment, whichever is the sooner.
- (x) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and severance pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and severance pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (xi) The council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (xii) The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (xiii) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xiv) Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this award.
- (xv) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of severance pay than that contained in subclause (vi) above if the council obtains acceptable alternative employment for an employee.
- (xvi) Nothing in this clause shall restrict an employee with ten years service or more and council from agreeing to further severance payments.



Part 8 - EMPLOYMENT CONDITIONS

PURPOSE:

These provisions provide minimum standards that Employees and Employers work under.

INTENT:

Conditions of Employment guide fairness and equity across the organisation.

MEASURE OF SUCCESS:

THSC will measure the success of the "Employment Conditions" section by enhanced results in the Cultural Vitality Surveys.

8.1 Public Holidays

- (i) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- (ii) In addition to the days provided for in subclause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide council with at least seven (7) days notice of their intention to take the holiday in accordance with this subclause.
- (iii) Where any of the holidays prescribed by this award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (iv) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- (v) All employees classified in the Operational Band 1 of this award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- (vi) Where an employee is required to work ordinary hours on a holiday as prescribed by this award, the council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- (vii) When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between the council and the employee.

8.1.1 Union Picnic Day

- (i) Union Picnic Day shall for the purposes of this award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between the council and the union(s).
- (ii) The union(s) shall advise the council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.



- (iii) Employees who are not financial members of the union(s) and who *are* required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- (iv) 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, time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by council to make up time.

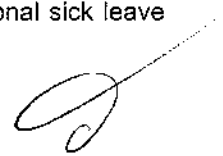
8.2 Leave Provisions

8.2.1 Christmas Shutdown for non Contract Employees

- (i) Employees who, as at the 30 November each year, have in excess of 10 weeks annual leave accumulated will be required to take eight days leave over the Christmas / New Year period subject to the following conditions: -
 - (a) Leave can consist of three Variable Leave / Rostered Days Off / Time in Lieu / Annual Leave days between the Christmas / New Year period and one week (5 days) annual leave in the first week of January.
 - (b) Employees over the age of sixty can elect to be exempt from this provision to aid in financing their upcoming retirement.

8.2.2 Sick Leave

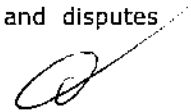
- (i) Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions: -
 - (a) the council shall be satisfied that the sickness is such that it justifies the time off; and
 - (b) the council shall be satisfied that the illness or injury does not arise from engaging in other employment; and
 - (c) proof of illness to justify payment shall be required after 3 separate periods of absence in each service year or where an absence exceeds 2 working days; and
 - (d) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties; and
 - (e) where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.
- (ii) Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- (iii) The council may require employees to attend a doctor nominated by council at council's cost.
- (iv) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- (v) Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the council and appointment to the service of another council does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- (vi) Where an employee has had 10 years' service with the present council and the sick leave entitlement as prescribed has been exhausted, council may grant such additional sick leave as, in its opinion, the circumstances may warrant.



- (vii) Section 50 of the *Workers Compensation Act 1987* dealing with the relationship between sick leave and workers compensation applies.
- (viii) Where an employee had an entitlement under awards rescinded and replaced by this award for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993 the following provisions shall apply
 - (a) In the event of the termination of service of an employee on account of ill health and the council is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
 - (b) When the service of an employee is terminated by death, the council shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
 - (c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the *Workers Compensation Act, 1987*.
 - (d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid in accordance with Clause 14 of Schedule 4 of the *Industrial Relations Act 1996 (NSW)*.
- (ix) Where the Group Manager is confident that, upon return to work, the sick leave is valid without doctor's certification, the leave will be approved.
- (x) Within the first year of this agreement THSC will investigate the implementation of Unlimited Sick Leave for employees who have had no more than five days sick leave per year for a five year period. A decision on implementation of Unlimited Sick Leave will be communicated to all staff and Unions party to this agreement by the end of the first year of this agreement.
- (xi) Within the first year of this agreement THSC will investigate other sick leave provisions / schemes that have been implemented by other Councils for possible implementation in replacement of clause 8.2.2 (x)
- (xii) The General Manager will have discretion to grant additional sick leave if the circumstances may warrant.

8.2.3 Carer's Leave

- (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (v)(b) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 8.2.2, Sick Leave of this EA, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (ii)
 - (a) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
 - (b) Where more than ten days' sick leave in any year of service is to be used for caring purposes the council and employee shall discuss appropriate arrangements which, as far as practicable, take account of the council's and employee's requirements.
 - (c) Where the parties are unable to reach agreement the grievance and disputes procedures at Clause 31 of this award should be followed.



- (iii) In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- (iv) The council may require the employee to provide proof of the need for carer's leave as follows:
 - (a) Less than 10 days – Where less than ten days' sick leave in any year of service is sought to be used for caring purposes the council may require the employee to establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (b) More than 10 days – Where more than ten days' sick leave in any year of service is sought to be used for caring purposes the council may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or
 - (c) Establish by production of documentation acceptable to the council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (v) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) 'relative' means a person related by blood, marriage or affinity;
 - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) 'household' means a family group living in the same domestic dwelling.
- (vi) An employee may elect, with the consent of the council, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause (v)(b) above who is ill or who requires care due to an unexpected emergency.
- (vii) An employee shall, wherever practicable, give the council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the

employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(viii) Carer's Entitlement for Casual Employees

- (a) Subject to the evidentiary and notice requirements in subclauses (iv) and (vii) 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 (iv)(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The council 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.
- (c) The council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

(ix) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 3.7, Overtime of this EA for the purpose of providing care and support for a person in accordance with subclause (v) above.

(x) Make-up time: An employee may elect, with the consent of the council, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (v) above.

(xi) Annual Leave and Leave Without Pay: An employee may elect with the consent of council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (v) above. Such leave shall be taken in accordance with Clause 8.2.5 below, Annual Leave and Clause 8.2.17, Leave Without Pay of this EA.

8.2.5 Annual Leave

(i) Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in subclause (ii) of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter to council and the employee.

(ii) Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:

- (a) where the employee has accumulated in excess of eight weeks annual leave
- (b) a period of annual close-down of up to and including 4 weeks.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.
- (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.



- (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
 - (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.
- (iii) Payment to an employee proceeding on annual leave shall be made by council at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.
- (iv) On resignation or termination of employment, the council shall pay to the employee:
- (a) their ordinary rate of pay for all untaken leave credited for completed years of service, and
 - (b) for an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year.
- Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.
- (v) Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

8.2.6 Purchased/self-funded leave

Purchased leave is additional leave that is funded by Employees taking a reduction in pay.

Employees are given additional leave and their income for the actual time worked (including paid annual leave) is averaged and paid over the full financial year. This arrangement provides Employees with an opportunity to take additional leave to use for family commitments or other uses such as travel and study. Employers can benefit from the reduction in overall salary costs, and purchased leave may enable organisations to avoid having excess Employees working during quiet periods of the financial year.

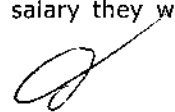
An Employees total remuneration package will be reduced by the cost of Purchased leave.

- Employees have an option, subject to management approval, to receive 50 weeks of pay spread over the full 52 weeks of the financial year, which provides the employee with 6 weeks leave instead of 4 weeks per year entitlement. The additional 2 weeks will not be able to be accrued and must be taken each financial year. If the employee is unable to take the additional leave his or her salary will be adjusted at the completion of the 12 month period to take account of the fact that time worked during the financial year was not included in the salary.
- Alternative option.

With the written agreement of THSC an Employee may elect to receive, over a four-financial year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.

THSC will assess each application for deferred salary on its merits, and give consideration to the personal circumstances of the Employee seeking the leave.

On completion of the fourth financial year, an Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth financial year of deferment.



8.2.7 Long Service Leave

(i)

- (a) An employee of council shall be entitled to Long Service Leave at the ordinary rate of pay as follows: -

LENGTH OF SERVICE	ENTITLEMENT
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- (b) Where an employee has completed more than five years service with the council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

(ii)

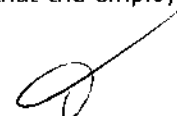
- (a) Long service leave shall be taken at a time mutually convenient to the council and employee in minimum periods of one week provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.
- (b) Payment to an employee proceeding on long service leave shall be made by council at the employee's ordinary rate of pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.

(iii)

- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other council within New South Wales shall be deemed to be service with the council by which the employee is currently employed.
- (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one council to another provided the period between cessation of service with one council and appointment to the service of another council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one council and appointment to the service of another council.

- (iv) For the purpose of this clause, service shall include the following periods: -

- (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a council.



- (b) In the case of an employee, transferred to the service of a council of a new or altered area - any period of service with the council from which such employee was transferred.
- (c) Service shall mean all service with a council irrespective of the classification under which the employee was employed.
- (v) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by council as service at the time leave was taken.
- (vi) When an employee transfers from one council to another, the former council shall pay to the newly employing council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with council(s). A statement showing all prior continuous service with the council(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the council's Long Service Leave Record.
- (vii) A council which has received under subclause (vi) of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing council(s) the amount paid.
- (viii) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 8.1, Public Holidays of this EA, occurring during the taking of any period of long service leave.
- (ix) When the service of an employee is terminated by death the council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (x) Where an employee's service is terminated at the end of a season or through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by the same council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

8.2.8 Parental Leave (General)

Relationship with federal legislation – Clauses 8.2.8, 8.2.9, 8.2.10 and 8.2.12 of this EA shall apply in addition to:

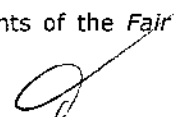
- (i) Chapter 2, Part 2-2, Division 5 – 'Parental leave and related entitlements' of the National Employment Standard (**NES**) under the *Fair Work Act 2009* (Cth); and
- (ii) the *Paid Parental Leave Act 2010* (Cth).

Note: Division 5 of the *Fair Work Act 2009* (Cth) relates to:

- unpaid parental leave, including unpaid adoption leave
- unpaid special maternity leave
- transfer to a safe job and no safe job leave

8.2.9 Requests for Flexible Working Arrangements

Chapter 2, Part 2-2, Division 4, Requests for Flexible Working Arrangements of the *Fair Work Act 2009*, shall apply.



8.2.10 Paid Parental Leave

(i) **Definitions** – in this clause:

- (a) **PPL instalments** shall mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).
- (b) **parental leave make-up pay** shall mean the employee's ordinary pay, inclusive of PPL instalments. A casual employee's ordinary pay shall be calculated by averaging the employee's ordinary time earnings in the 12 months immediately prior to the employee commencing paid parental leave.

(ii) **Eligibility**

This clause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the *Paid Parental Leave Act 2010* (Cth).

(iii) **Entitlement to parental leave make-up pay**

- (a) An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.
- (b) The period of parental leave make-up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation.

For the avoidance of doubt, superannuation is calculated on the full parental leave payment (i.e. the employee's ordinary rate of pay inclusive of PPL instalments).
- (c) Requalification period – An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the council for at least 3 months since their previous period of parental leave.

(iv) **Employee's right to choose**

- (a) An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under Clause 19F, Paid Maternity Leave, of the *Local Government (State) Award 2007*, may elect to receive paid maternity leave and / or paid special maternity leave in accordance with the provisions of the *Local Government (State) Award 2007* in lieu of the entitlement to parental leave make-up pay under this award.
- (b) This subclause shall not apply where another employee of council receives parental leave make-up pay in connection with the pregnancy or birth of the child.

8.2.11 Concurrent Parental Leave

An employee, other than a casual, who is a supporting parent shall be entitled to up to 10 days paid concurrent parental leave from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their concurrent parental leave.

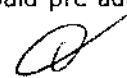
8.2.12 Adoption Leave

(i) **Eligibility**

This clause applies to an employee who is entitled to adoption-related leave under the *Fair Work Act 2009* (Cth).

(ii) **Pre-adoption Leave**

- (a) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the *Fair Work Act 2009* (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.



- (b) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:
 - (1) single continuous period of up to 2 days; or
 - (2) any separate periods to which the employee and council agree.
- (iii) **Adoption Leave**
 - (a) An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child, is entitled to up to 4 weeks paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption.
 - (b) Paid adoption leave must not extend beyond 4 weeks of the date of placement of the child.
 - (c) This subclause shall not apply where an employee of council receives parental leave make-up pay in connection with the adoption of the child.

8.2.13 Return from Parental Leave Bonus

Employees returning from a period of approved parental leave (a maximum of 12 months) to undertake full time duties will be entitled to three separate allowances of \$1000 following twelve months of full time employment, \$2000 following twenty four months of full time employment and \$3000 following thirty six months of full time employment. Part Time employees will also be eligible for a pro-rata payment if they return to their pre-parental leave hours.

8.2.14 Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

8.2.15 Bereavement Leave

- (i) Where an employee, other than a casual, is absent from duty because of the death of a person in accordance with paragraphs (a)-(e) below and provides satisfactory evidence to council of such, the employee shall be granted four days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:



- (1) 'relative' means a person related by blood, marriage or affinity;
 - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) 'household' means a family group living in the same domestic dwelling.
- (f) In the unfortunate loss of a child, spouse or partner, the entitlement will be five days special leave with pay.

(ii) **Bereavement Entitlements for Casual Employees**

- (a) Subject to providing satisfactory evidence to the council, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (i) paragraphs (a)-(e) of Clause 8.2.15, Bereavement Leave.
- (b) Council 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 96 hours (i.e. four days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the council to engage or not engage a casual employee are otherwise not affected.

8.2.16 Funeral Attendance Leave

Group Managers will have discretion to approve Funeral Attendance Leave upon application by an Employee.

8.2.17 Leave without Pay

- (i) Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or an employee's entitlement to parental leave make-up pay. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (ii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

8.2.18 Variable Leave / Rostered Day Off

Accumulation of Variable Leave / Rostered Day Off will be capped at five (5) days, however Variable Leave / Rostered Day Off balances are required to be reduced to a maximum of two (2) accumulated days by 31 December and 30 June of each year for the life of this agreement.

8.3 Part-Time Employment

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 6.1, Hours of Work of this EA.
- (ii) Prior to commencing part-time work the council and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.



- (c) The rate of pay as paid in accordance with this award
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by the council. A copy of the conditions and any variations to them must be provided to the employee by the council.
- (vi)
 - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
 - (b) In such cases council and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vii) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 6.1, Hours of Work of this EA, the provisions of Clause 3.7, Overtime, shall apply.
- (viii) Part-time employees shall receive all conditions prescribed by the award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (ix) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (x) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (xi) Where part-time employees are requested to work outside their standard hours, and less than 48 hours notice has been given, a 25% loading will apply.

8.4 Casual Employment

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 6.1, Hours of Work.
- (iii) Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 6.1.2. The penalties are calculated on the ordinary hourly rate.
- (iv) Casual employees who work outside the relevant spread of hours identified at clause 6.1.3(i) and (ii) are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- (v) Subject to clause 3.7 (viii), a casual employee will not be offered to work overtime in a position held by a permanent employee of council, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 6.1, Hours of Work.
- (vi) In addition to the amounts prescribed by subclause (ii) of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid parental leave prescribed by the award. Casual loading is not payable on overtime.
- (vii) Casual employees engaged on a regular and systematic basis shall:

- (a) Have access to annual assessment under council's salary system.
 - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- (viii) A casual employee shall not replace an employee of council on a permanent basis.
 - (ix) Carer's entitlements shall be available for casual employees as set out in subclause (viii) of Clause 8.2.3 of this EA.
 - (x) Bereavement entitlements shall be available for casual employees as set out in subclause (ii) of Clause 8.2.15 of this EA.

8.5 Job Share Employment

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
 - (a) Job sharing shall be entered into by agreement between the council and the employees concerned.
 - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) Council and the job sharers shall agree on the allocation of work between job sharers.
- (iv)
 - (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 6.1, Hours of Work of this EA.
 - (b) The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)
 - (a) In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
 - (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 6.1, Hours of Work of this EA the provisions of Clause 3.7, Overtime, shall apply.
- (vii) Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- (viii)
 - (a) Job sharers shall have access to all provisions of this award including training and development.
 - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
 - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

- (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (ix) In the event of a job sharer vacating the position council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (x) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the council.

8.6 Professional Indemnity

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



Part 9 - FAIR WORKPLACE

PURPOSE:

It is the purpose of this Section to allow all employees equal opportunity at pursuing initiatives and internal career opportunities.

INTENT:

All parties agree that employment to all positions will be on merit and that all vacancies are advertised in a manner that employees are aware of the vacancy and how to apply for the position.

MEASURE OF SUCCESS:

THSC will measure the success of the "Fair Workplace" section by enhanced results in the Cultural Vitality Surveys, maintaining or improving the internal appointment ratio and reducing the number of employees that leave THSC to grow their career elsewhere, and reducing the number of involuntary terminations.

9.1 Appointment and Promotion

All vacant and new positions must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position, and in a manner that employees are aware of the vacancy.

This does not prevent Service Unit Managers from placing an Employee on higher duties whilst the recruitment process is being undertaken, but no period of higher duties will exceed 12 months.

All Service Unit Managers should consult with employees within the Service Unit prior to making a decision to recruit, to explore other options e.g. annualising salaries, re-allocating responsibilities, training opportunities etc.

Appointments will be made as per the Award.

If requested, internal applicants will be provided with reasons on why they were not appointed to the position.

Statistics will be maintained by the Human Resources team, benchmarked with other organisations, and shared with employees, on the number of internal to external appointments in an effort to drive better internal career development.

While the primary responsibility of recruiting for vacancies will fall to the Manager of the area concerned, generally a Team Leader and/or Team Member will be invited to be on the Selection Panel.

9.2 Grievance and Dispute Resolutions Provisions

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the council represented by the Association.
- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- (iii) A grievance or dispute shall be dealt with as follows:
 - (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.

- (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
 - (v) During this procedure and while the matter is in the course of negotiation, conciliation and / or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

9.3 Disciplinary Procedures

A. EMPLOYEE'S RIGHTS

Notwithstanding the procedures below, an employee shall:

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

B. EMPLOYER'S RIGHTS AND OBLIGATIONS

Notwithstanding the procedures contained below, a council shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
 - (b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - (c) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (d) Council shall not unreasonably refuse an application for paid leave under this provision.

- (e) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with 9.4, Termination of Employment of this EA.
- (v) Be entitled to request the presence of a union representative at any stage.

C. PROCEDURES

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.
- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

D. PENALTIES

After complying with the requirements above, council may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time.
- (iii) Terminate the employment of the employee.



9.4 Termination of Employment

- (i) (a) An employee in Operational Band 1 or the Administrative/Technical Trades Band 2 shall give to council 2 weeks notice of their intention to terminate their employment.
- (b) The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the award shall be the same as that required of an employer in subclause (iv) of this clause.

If no such notice is provided, council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this award.

- (ii) A council and an employee may agree to a shorter period of notice for the purpose of this subclause.
- (iii) In cases of serious misconduct, a council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- (iv) The council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (v) The provision of this clause shall be read subject to the provisions of Clause 35, Workplace Change and Redundancy, of this award.

9.5 Competitive Tendering

- (i) Competitive tendering is the calling of tenders by council for the provision of service(s) that are currently being performed by council employees where council's in-house service unit submits a bid as well as external contractors. Council then makes its decision based on the tender bids about who will provide the service.
- (ii) Prior to making a decision to competitively tender a service, council shall notify and consult with the relevant union(s) which have members likely to be affected by the decision.
- (iii)
 - (a) Where a council makes a definite decision to competitively tender a service council shall notify the employees who may be affected by the proposed tender of such services and the union(s) to which they belong.
 - (b) Council shall discuss the competitive tendering process with the affected employee(s) and union(s) and give prompt consideration to matters raised by employee(s) and the union(s) to which they belong.
 - (c) Discussions between council and the affected employee(s) and relevant union(s) shall commence as early as practicable after a definite decision has been made to competitively tender a service.
 - (d) For the purposes of the discussion council shall provide to the employee(s) and the union(s) to which they belong, all relevant information about the tendering process

including the nature of the service to be tendered, the proposed timetable for the tender of the service, the expected effects upon employee(s), a process for the formulation of an in-house bid and any other matters likely to affect the employee(s).

- (iv) Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms shall be entered into.

9.6 Leave Reserved

- (i) Leave is reserved for the parties to the award to apply to vary tool allowances as set out in Clause 13(v)(a) and compensation of tools as set out in Clause 14(v)(d) of the Local Government State Award 2010 in line with the Crown Employees (Skilled Trades) Award.
- (ii) Following any adjustment to the federal *Local Government Industry Award 2010*, leave is reserved for the parties to apply to amend the vehicle allowances as set out in clause 14(ix) of the Local Government State Award 2010 to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0).
- (iii) Following any adjustment to the federal *Local Government Industry Award 2010*, leave is reserved for the parties to apply to amend the meal allowance set out in clause 14(xiii) to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, take away and fast foods sub-group (Cat No 6401.0).
- (iv) Leave is reserved for the parties to the award to apply to vary the traineeship wage rates in Clause 26E(xvi) in accordance with the pay scales derived from the federal *Local Government Industry Award 2010*.
- (v) Leave is reserved for the parties to the award to apply to vary Junior and Trainee Employment, to reflect industry training needs.
- (vi) Leave is reserved for the parties to apply to vary the award consistent with the principles of the Industrial Relations Commission of New South Wales in relation to the accreditation of council employees by the Building Professionals Board.
- (vii) Leave to negotiate the Civil Liability Allowance.



Attachment A – Salary Rates

The Hills Shire Council

Pay Scales Effective As at 4/7/11

TABLE SHOWING SALARY RATES FOR 35 HOUR EMPLOYEES (Indoor Staff)

New Class	New 2011/12 Weekly \$	New Per Hour	Cas/Hr 25%	Cas/Hr 26%	Old		Weekly Salary 2007/8	Weekly Salary 2008/9	Weekly Salary 2009/10	Weekly Salary 2010/11	Increase 2011 v 2012
					Grade	S/L					
S1	793.93	22.6837	28.3546	28.5815	3	3	705.06	727.62	750.90	774.93	19.00
S2	843.68	24.1051	30.1314	30.3724	4	3	750.32	774.33	799.11	824.68	19.00
S3	889.10	25.4029	31.7536	32.0077	5	3	786.65	816.98	843.12	870.10	19.00
S4	933.49	26.6711	33.3389	33.6056	6	3	831.43	858.04	885.50	913.84	19.65
S5	989.57	28.2734	35.3418	35.6245	7	3	881.39	909.59	938.70	966.74	20.83
S6	1071.98	30.6280	38.2850	38.5913	8	3	954.80	985.35	1,016.88	1,049.42	22.56
S7	1128.97	32.2563	40.3204	40.6429	9	3	1,005.55	1,037.73	1,070.94	1,105.21	23.76
S8	1183.12	33.8034	42.2543	42.5923	10	3	1,053.79	1,087.51	1,122.31	1,158.22	24.90
S9	1245.81	35.5946	44.4933	44.8492	11	3	1,109.62	1,145.13	1,181.77	1,219.59	26.22
S10	1328.45	37.9557	47.4446	47.8242	12	3	1,183.22	1,221.09	1,260.16	1,300.49	27.96
S11	1416.78	40.4794	50.5993	51.0040	13	3	1,261.90	1,302.28	1,343.95	1,386.96	29.82
S12	1477.90	42.2257	52.7821	53.2044	14	3	1,306.34	1,358.46	1,401.93	1,446.79	31.11
S13	1550.93	44.3123	55.3904	55.8335	15	3	1,381.38	1,425.59	1,471.21	1,518.29	32.64
S14	1629.58	46.5594	58.1993	58.6648	16	3	1,451.43	1,497.88	1,545.81	1,595.28	34.30
S15	1725.07	49.2877	61.6096	62.1025	17	3	1,536.49	1,585.66	1,636.40	1,688.76	36.31
S16	1820.56	52.0160	65.0200	65.5402	18	3	1,621.54	1,673.43	1,726.98	1,782.24	38.32
S17	1916.06	54.7446	68.4308	68.9782	18	3	1,706.60	1,761.21	1,817.57	1,875.73	40.33
S18	1980.66	56.5903	70.7379	71.3038	18	3	1,764.14	1,820.59	1,878.85	1,938.97	41.69
S19	2131.72	60.9063	76.1329	76.7419	18	3	1,898.68	1,959.44	2,022.14	2,086.85	44.87
S20	2339.31	66.8374	83.5468	84.2151	18	3	2,083.58	2,150.25	2,219.06	2,290.07	49.24
S21	2546.90	72.7686	90.9608	91.6884	18	3	2,268.48	2,341.07	2,415.98	2,493.29	53.61
S22	2823.69	80.6769	100.8461	101.6529	18	3	2,515.01	2,595.49	2,678.55	2,764.26	59.43
S23	3100.48	88.5851	110.7314	111.6172	18	3	2,761.53	2,849.90	2,941.10	3,035.22	65.26
S24	3463.67	98.9620	123.7025	124.6921	18	3	3,085.03	3,183.75	3,285.63	3,390.77	72.90
S25	3872.73	110.6494	138.3118	139.4182	19	3	3,449.37	3,559.75	3,673.66	3,791.22	81.51

TABLE SHOWING SALARY RATES FOR 38 HOUR EMPLOYEES (Outdoor Staff)

New Class	New 2011/12 Weekly \$	New Per Hour	Cas/Hr 25%	Cas/Hr 26%	Old		Weekly Salary 2007/8	Weekly Salary 2008/9	Weekly Salary 2009/10	Weekly Salary 2010/11	Increase 2011 v 2012
					Grade	S/L					
W1	834.06	21.9489	27.4361	27.6556	3	3	715.06	747.06	779.06	811.06	23.00
W2	879.32	23.1400	28.9250	29.1564	4	3	760.32	792.32	824.32	856.32	23.00
W3	920.65	24.2276	30.2845	30.5268	5	3	796.65	833.65	865.65	897.65	23.00
W4	960.43	25.2745	31.5931	31.8459	6	3	841.43	873.43	905.43	937.43	23.00
W5	1010.39	26.5892	33.2365	33.5024	7	3	891.39	923.39	955.39	987.39	23.00
W6	1082.36	28.4832	35.6040	35.8888	8	3	962.51	994.51	1,026.51	1,059.36	23.00
W7	1135.70	29.8868	37.3585	37.6574	9	3	1,011.55	1,043.92	1,077.33	1,111.80	23.90
W8	1188.01	31.2634	39.0793	39.3919	10	3	1,058.15	1,092.01	1,126.95	1,163.01	25.00
W9	1248.60	32.8579	41.0724	41.4010	11	3	1,112.10	1,147.69	1,184.42	1,222.32	26.28
W10	1328.45	34.9592	43.6990	44.0486	12	3	1,183.22	1,221.09	1,260.16	1,300.49	27.96
W11	1416.78	37.2837	46.6046	46.9775	13	3	1,261.90	1,302.28	1,343.95	1,386.96	29.82
W12	1477.90	38.8921	48.6151	49.0040	14	3	1,306.34	1,358.46	1,401.93	1,446.79	31.11

TABLE SHOWING TRAINEE RATES

Band/Level	(b)	(c)	(d)
	Rate Per Week \$	Rate Per Week \$	Rate Per Week \$
	First Pay Period 01/07/11	First Pay Period 01/07/12	First Pay Period 01/07/13
Operational Band 1			
Level 1 (Juniors and Trainees)	330.00	340.70	351.80
T1 at 15 years of age	411.70	425.10	438.90
T2 at 16 years of age or School Certificate	484.60	500.30	516.60
T3 at 17 years of age	566.40	584.80	603.80
T4 at 18 years of age or over or HSC	648.60	669.70	691.50
T5	700.30	723.10	746.60
T6	734.70	758.60	783.30
T7	770.30	795.30	821.10
T8	805.70	831.90	858.90
T9	842.20	869.60	897.90

The Hills Shire Council

Contract & Senior Staff - Salaries & Allowances as at 4/7/11

Contract Salaries						
New Grade		2008/9 \$ Weekly	2009/10 \$ Weekly	2010/11 \$ Weekly	2011/12 \$ Weekly	2011/12 \$ Annual
C	1	1,479.75	1527.10	1575.97	1609.85	83,712
C	2	1,578.79	1629.31	1681.45	1717.60	89,315
C	3	1,683.65	1737.53	1793.13	1831.68	95,247
C	4	1,768.12	1824.70	1883.09	1923.58	100,026
C	5	1,867.17	1926.92	1988.58	2031.33	105,629
C	6	1,963.29	2026.12	2090.96	2135.92	111,068
C	7	2,079.79	2146.34	2215.02	2262.64	117,657
C	8	2,193.40	2263.59	2336.02	2386.24	124,084
C	9	2,307.00	2380.82	2457.01	2509.84	130,512
C	10	2,385.65	2461.99	2540.77	2595.40	134,961
C	11	2,607.04	2690.47	2776.57	2836.27	147,486
C	12	2,860.44	2951.97	3046.43	3111.93	161,820
C	13	3,113.87	3213.51	3316.34	3387.64	176,157
C	14	0.00	0.00	0.00	0.00	-

Engineers Allowance Base			
Old code	New Grade	Weekly \$	Annual \$
11	C 1	1245.81	64,782
12	C 2	1328.45	69,079
13	C 3	1416.78	73,673
14	C 4	1477.90	76,851
15	C 5	1550.93	80,648
16	C 6	1629.58	84,738
17	C 7	1725.07	89,704
18	C 8	1820.56	94,669
19	C 9	1916.06	99,635
20	C 10	1980.66	102,994
21	C 11	2131.72	110,849
22	C 12	2339.31	121,644
23	C 13	2546.90	132,439
24	C 14	2823.69	146,832

Attachment B-MONETARY RATES – TABLE FOR ALLOWANCES

	First Pay Period 01/11/10 \$	First Pay Period 01/07/11 \$	First Pay Period 01/07/12 \$	First Pay Period 01/07/13 \$
Clause 14(i)(a) Disability Allowance	0.33p.h. or 12.70p.w.	0.34p.h. or 13.00p.w.	0.35p.h. or 13.40p.w.	0.36p.h. or 13.80p.w.
Clause 14(i)(b) Disability Allowance	0.88p.h. or 33.70p.w.	0.90p.h. or 34.40p.w.	0.93p.h. or 35.50p.w.	0.96p.h. or 36.70p.w.
Clause 14(ii) Sewer Chokes	7.26p.d.	7.42p.d.	7.66p.d.	7.91p.d.
Clause 14(v)(a) Tool Allowances				
Bricklayer	18.60p.w.	18.60p.w.	18.60p.w.	18.60p.w.
Carpenter & Plumber	26.20p.w.	26.20p.w.	26.20p.w.	26.20p.w.
Metal & Mechanical Trades	26.20p.w.	26.20p.w.	26.20p.w.	26.20p.w.
Painter & Signwriter	6.30p.w.	6.30p.w.	6.30p.w.	6.30p.w.
Plasterer	26.20p.w.	26.20p.w.	26.20p.w.	26.20p.w.
Clause 14(v)(d) Insurance Value	1517.00p.a.	1517.00p.a.	1517.00p.a.	1517.00p.a.
Clause 14(ix) Vehicle Allowances (cents per km)				
(a) Under 2.5 litres	0.65p.km.	0.65p.km.	0.65p.km.	0.65p.km.
2.5 litres and over	0.74p.km.	0.74p.km.	0.74p.km.	0.74p.km.
(b) Minimum quarterly payment	1809.00	1809.00	1809.00	1809.00
Clause 14(x)(d) Travelling Allowances				
3 - 10 km	4.20p.d.	4.29p.d.	4.43p.d.	4.57p.d.
11 - 20 km	6.63p.d.	6.77p.d.	6.99p.d.	7.22p.d.
21 - 33 km	9.60p.d.	9.81p.d.	10.13p.d.	10.46p.d.
34 - 50 km	13.00 p.d.	14.00 p.d.	15.00 p.d.	16.00 p.d.
Each additional 10kms	3.60p.d.	3.80p.d.	4.00 p.d.	4.30 p.d.
Clause 14(x)(h) Vehicle Allowance (cents per km)				
Under 2.5 litres	0.65p.km.	0.65p.km.	0.65p.km.	0.65p.km.
2.5 litres and over	0.74p.km.	0.74p.km.	0.74p.km.	0.74p.km.
Clause 14(xi)(a) Camping Allowance	35.00p.n.	40.00p.n.	45.00p.n.	50.00p.n.
Clause 14(xii)(a) Community Language Allowance	18.10p.w.	18.50p.w.	19.10p.w.	19.70p.w.
Clause 14(xii)(b) First Aid Allowance	12.20p.w.	12.50p.w.	12.90p.w.	13.30p.w.
Clause 14(xiii) Meal Allowance	12.90	12.90	12.90	12.90
Clause 14(xiii) Meal Allowance	12.90	12.90	12.90	12.90
Clause 14(xiii) Meal Allowance	12.90	12.90	12.90	12.90
Clause 14(xiv) Civil Liability Loading (payable from the first pay period commencing on or after 15 December 2006)	3.5%	3.5%	3.5%	3.5%
Clause 18B (iii) On Call Allowance on ordinary working days	16.02p.d.	16.36p.d.	16.89p.d.	17.44p.d.
Clause 18B (iv) On Call Allowance - on other days	31.35p.d.	32.02p.d.	33.06p.d.	34.13p.d.
Clause 18B (v) On Call Allowance - maximum per week	142.80p.w.	145.90p.w.	150.60p.w.	155.50p.w.
Clause 39(iv) Savings and Transitional				
(a) West of the Line Allowance	3.90p.w.	3.90p.w.	3.90p.w.	3.90p.w.
(b) Climatic Allowance	3.90p.w.	3.90p.w.	3.90p.w.	3.90p.w.

Key: p.h. = per hour
p.a. = per annum
p.d. = per day
p.w. = per week
p.n. = per night.
p.km.= per kilometre



Performance Planning & Review Part A (For all staff)

Name: _____

Position Title: _____

Team: _____

Group: _____

Date appointed to position: _____

Notes for the Team Member being reviewed

- The Performance Planning & Review provides an opportunity for you and your Team Leader/Manager to establish and agree on your Performance Objectives before the start of the financial year. It also provides an opportunity to receive feedback on your performance objectives and training needs. Reviews are conducted annually.
- After this review you should take the opportunity to comment in the space provided in on any factors, which may have affected your performance.
- The report should then be returned to your Team Leader/Manager who will then forward it onto the next Line Manager for comment.
- The report will then be returned to you to acknowledge that you have seen all comments.
- Completed reports will be retained as part of your employees file.
- Page 3 to be undertaken by the Manager if an Employee requests to be assessed for progression from the minimum to maximum salary level for their position.
- Should an agreement not be reached on the PPR assessment, employees shall have the right to appeal under the Grievance and Dispute Resolution Provisions of this agreement.

A handwritten signature in black ink, consisting of a stylized, cursive-like name.

Specific Work Performance Objectives of the Job	Managers Review and Comments



Assessment Period Assessment Subject	July 2008 to June 2009 Managers Assessment
Work Achievements	
Demonstrates pride in work and aims continually at improving service levels	
Results	
Achieves required results in full and on time the majority of the time	
Qualifications	
The employee has the required qualifications to successfully carry out their role	
Skills	
The employee has improved their skill level since the last assessment period	
Work Values	
The employee focuses on achieving service standards and respects colleague's contributions	

Team Member qualifies for maximum salary level

Yes

No

Approved by Manager

Signed..... **Dated**.....

Approved by Group Manager

Signed..... **Dated**.....



Comments from Team Leader/Manager, next Line Manager and Team Member being reviewed

(As well as general overall performance comments, reference to Special Projects undertaken during the year should be recorded here)

1.1 Team Leader/Manager Comments

Signed..... Dated.....

Team Member's Comments (on completion please return this form to your Team Leader/Manager)

Signed..... Dated.....

Next Line Manager's Comments (on completion return to the Team Member being reviewed for final sign off).

Signed..... Dated.....

Team Member: Final acknowledgment that all comments have been read.

Signed..... Dated.....

Once all Officers have signed please return this form to your Team Leader/Manager who will forward it to the Human Resources Team.

Attachment D – EA Implementation Timeframe

Date		Milestones	Criteria
By 15/06/11		Employees vote in favour to accept Enterprise Agreement	50% + 1 Acceptance
01/07/11		Commencement and Implementation of EA 2.	Agreement by the Parties to EA.
31/09/11		Completion of Performance Measures for each Team. To be reviewed by EA Team together with Senior Management on agreed team measures. Note: Team measures should be reported at team meetings on a monthly basis. A Manager should be present on each occasion when team measures are reported. A Group Manager needs to be present on a quarterly basis.	Acceptance of relevance of team measures and their relationship to the management plan.
01/07/11		Salary Increment 1 pursuant to EA 2 to be paid in first full pay week.	Time of payment to be subject to adoption of 11/12 budget and full pay period.
01/07/12		Salary Increment 2 pursuant to EA 2 to be paid in first full pay week.	Time of payment to be subject to adoption of 12/13 budget and full pay period.
01/07/13		Salary Increment 3 pursuant to EA 2 to be paid in first full pay week.	Time of payment to be subject to adoption of 13/14 budget and full pay period.
31/08/12		Organisation and team bonuses to be paid for 2011/2012.	Employees in teams who develop their measures (two common and three individual for each team) within the first three months of this agreement and increase on those measures by the end of the financial year, will be entitled to the 'at risk' bonus in accordance with clause 3.6 of this EA. Note: Employees not employed on 1 July 2011 will be paid a pro rata bonus based on length of service to 30/06/12.
01/12/12	Team bonus payable 31/08/12 Organisational bonus payable 01/12/12.		
31/08/13		Organisation and team bonuses to be paid for 2012/2013.	Employees in teams who demonstrate an improvement of their team performance measures, as compared with previous financial year, will have earned a bonus. Note: Employees not employed on 1 July 2012 will be paid a pro rata bonus based on length of service to 30/06/13.
01/12/13	Team bonus payable 31/08/13 Organisational bonus payable 01/12/13.		
31/08/14		Organisation and team bonuses to be paid for 2013/2014.	Employees in teams who demonstrate an improvement of their team performance measures, as compared with previous financial year, will have earned a bonus. Note: Employees not employed on 1 July 2013 will be paid a pro rata bonus based on length of service to 30/06/14.
01/12/14	Team bonus payable 31/08/14 Organisational bonus payable 01/12/14.		

Attachment E - Service Units

The parties agree to establish performance measures, and targets, in the following "Service Units" with each having an objective to improve service delivery:

Customer Services*

- Community Services
- Library Services
- Financial Services
- Information Technology
- Information Management

Business Services*

- Children's Services (Long Day Care)
-
- Major Special Projects
-
- Legal Services
- Property Development
- Hills Community Care

Strategic Planning*

-
- Infrastructure & Transport Planning
- Economic Development & Marketing
- Forward Planning
- Financial & Corporate Strategy
- Workforce Strategy & Business Improvement

General Management*

- Executive Services
- Internal Audit & Risk Management

Environment & Planning*

- Regulatory Services
 - Environmental Health & Sustainability
 - Compliance
 - Development Monitoring
- Development Assessment Services
- Subdivision & Development Certification
-
- Waste Services


Infrastructure*

- Infrastructure Projects
 - Works Program Delivery
 - Design / Survey
- Executive Infrastructure
- Operations
 - Parks Operations
 - Building Operations
 - Fleet & Operations Centre
 - Roads Operations

* Group Support as Appropriate

Attachment F – Organisational Bonus Table

% of Organisational Bonus	0% (Our Current Benchmark)	Percentage per component	1%	Percentage per component	2.5%	Percentage per component
Sick Leave	7.41 days per FTE (Average of EA 1)	0%	Organisational average of 4 - 7 days	0.2%	Organisational average of 0 - 4 days	0.5%
Mystery Shopper	Score of 72 or less	0%	Score of 72 - 75	0.2%	Score of 80 or more	0.5%
Recurrent Revenue / Expenditure Original Budget	+ / - 10%	0%	+ / - 5%	0.2%	+ / - 2%	0.5%
Lost Time Injury Frequency Rate (LTIFR)	13.41 days (Average of EA 1)	0%	Organisational average of 9 - 13 days	0.2%	Organisational average of 0 - 9 days	0.5%
% of Standards achieved	75%	0%	80%	0.2%	90%	0.5%



Attachment G - SERVICE STANDARDS

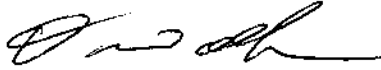
Service Standards Actioned - General Manager
Audits Completed in Annual Audit Program
Implemented Annual Risk Management Plan
Occupancy of Rented Property
Number of Accurate Lease Documents Reviewed/Renewed prior to expiry of lease
Average Time (Hrs) to Distribute Minutes to Group
Savings from Contracts compared previous year
PO raised using catalogues
PO raised prior to invoice
Service Standards Actioned - Strategic Planning
Unrestricted Current Ratio
Variation to Budget (Recurrent Expenditure)
Variation to Budget (Recurrent Income)
Integrated Planning & Reporting requirements fulfilled as per DLG guidelines
Standards Achieved
Level of Debt (millions)
Footpaths Rated in a Satisfactory Condition
Road Assets Rated in a Satisfactory Condition
Park Assets Rated in a Satisfactory Condition
Buildings Rated in a Satisfactory Condition
Customer Requests Investigated in 7 Days (Parks Assets)
Customer Requests Investigated within 7 Days (Road Asset Mgmt)
Customer Requests Investigated in 7 Days (Waterways)
Number of Business Visits Conducted (Existing & Potential Companies)
Number of Companies Attending Business Seminars
External Customer Satisfied with Accessing Website Information
Staff Satisfaction
Full-time Workdays to Complete a Recruitment
Days Lost due to Workplace Injuries
Average no of days lost to absences
Lost Time Injury Frequency Rate
Percentage of Staff Retained
Section 149 Applications Processed within 3 Days
Internal Customer Requests Completed (Forward Planning)
External Customer Requests Completed (Forward Planning)
Re-zoning Applications to Council in 12 Weeks
Subdivision Updates Completed in 1.5 Days
Service Standards Actioned - Business Services
Land & Environment Litigation Matters In-House
Legal Advice Provided within 14 Days of Instructions

Legal Matters/Advice Kept In-House
 Implement Adopted Actions /Milestones for Operational Land as resolution of council
 Implement Adopted Actions /Milestones for Operational Land as resolution of council
 Customer Requests Responded To in 10 Days (Property Management)
 Costs Recovered Childcare Services
 Customer Satisfaction Childcare Services
 Level of Customer Satisfaction with Home & Community Care
 High Priority Hazards against Red Plans
 Level Stakeholder Satisfaction with LEMC
 Satisfaction Level of Volunteers (SES)
 Satisfaction Rating of All Training Courses (SES)
 Level of Stakeholder Participation in LEMC
 Restoration Projects Completed
 Restoration Wo completed on time
 Transactions in mismatched report
 Investigations carried out by agreed time
 Capital Works Completed on Time (Number of Jobs)
 Capital Works Program Projects Completed (Dollar Terms)
 Design Completed On Time
 Design Hours Recovered
 Stock Turnover
 Stocktake Variance
 Major Plant Hours Recovered
 Hours of Major Plant Utilised
 Works Orders Completed on Time (Civil Maintenance)
 Number of Kilometres Swept
 Average Time Taken to Clean Pits/Pipes
 Average Time Taken to Repair Potholes
 Volunteer Satisfaction Level (Bushland)
 Works Orders Completed on Time (Recreational Infrastructure Maintenance)
 Gardens Rated in a Satisfactory Condition
 Playgrounds Rated in a Satisfactory Condition
 Playing Fields Rated in a Satisfactory Condition
 Customer Requests Completed on Time (Buildings Infrastructure Maintenance)
 Works Orders Completed on Time (Buildings Infrastructure Maintenance)
 Service Standards Actioned - Environment & Planning
 Development Application Processed in 40 Days
 Subdivision Applications Processed in 40 Days
 Complying Development Certificates Processed in 10 Days
 Building Construction Certificates Processed in 10 Days
 Subdivision Certificates Processed within 5 Days
 Tree Applications Processed in 10 Days

Registered Food Premises Inspected in 12 Months (Env Health Services)
 Complaints/Incidents Responded in 48 Hours (Env Health Services)
 Complaints/Incidents Responded To in 7 Days (Env Health Services)
 Building Certificates Issued within 40 Working Days (Excluding Those Involving Unauthorised Work)
 Registered Properties Inspected in 12 Months (Development Monitoring)
 Customer Requests - Animal Control, Parking in 48 hours
 Customer Requests - Development Control Compliance in 7 Days
 Diversion Rate of Landfill
 Service Standards Actioned - Customer Services
 Overdue Correspondence across Organisation
 Documents registered within 24 hours of being scanned
 Clean mail to dirty mail
 Projects completed within agreed timeframes
 Mystery Shopper Score
 First point of contact
 Completed IT Incidents within 2 Days
 Customer Satisfaction - Corporate Systems Support (Results based on survey to random user sample)
 Customer Satisfaction - Technical Support (Results based on survey to random user sample)
 Customer Satisfaction - Collection Services (Library Services)
 Customer Satisfaction - Library Facilities
 Customer Satisfaction - Marketing & Outreach (Library Services)
 Library Visits
 Loans per Capita % > than NSW Average (Library Services)
 Number of Hours of Internet Use % > than NSW Average (Library Services)
 Number of Loans Processed per Staff Member (Library Services)
 Stock per Capita % < Compared to NSW Average (Library Services)
 Abandoned Calls to Received Calls (Council Customer Services)
 Satisfied Visitors with Service at Counter (Council Customer Services)
 Average Waiting Time (Minutes) at Counter (Council Customer Services)
 Average Waiting Time (Seconds) on Switchboard (Council Customer Services)
 Debtors Collected within 30 Days
 Payments Paid Electronically
 Rates Outstanding
 Supplementary Levies Processed in a Month
 Return on Investment (ROI) Margin > 0.2% above
 Section 603 Certificates Issued within 3 Days
 Number of Cemetery Plots Sold per Year
 Customer Satisfaction - Citizenship (Six Citizenships/Surveys undertaken per year)
 Customer Satisfaction with Booking Process (Community Facilities)
 Utilisation of Council Managed Facilities

"THE HILLS SHIRE COUNCIL ENTERPRISE AGREEMENT (EA2) 2012-2014 FINANCIAL YEARS"

Signed in Agreement for and on behalf of **The Hills Shire Council**



Dave Walker
General Manager – The Hills Shire Council

Date:

In the presence of Witness *Palisi*

Date: *12/2/11*

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



Graeme Kelly
General Secretary – USU

Date: *6TH July 2011*

In the presence of Witness



Maria Nordenswan

Date: *6/7/2011*

Signed in Agreement for and on behalf of the **Development & Environmental Professionals Association of NSW**



Ian Robertson
Secretary – depa

Date:

In the presence of Witness

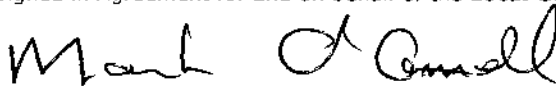


Wayne Macky

Date:

7/7/11

Signed in Agreement for and on behalf of the **Local Government Engineers Association of NSW**



Martin O'Connell
Director – LGEA

Date:

7/7/11

In the presence of Witness



Date:

7/7/11