DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Waratah-Wynyard Council
(AG2015/3400)

THE WARATAH-WYNYARD COUNCIL ENTERPRISE AGREEMENT 2015 (AGREEMENT)

Tasmania

COMMISSIONER LEE MELBOURNE, 31 JULY 2015

Application for approval of the Waratah-Wynyard Council Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the Waratah-Wynyard Council Enterprise Agreement 2015 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Waratah-Wynyard Council. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Municipal, Administrative, Clerical and Services Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement was approved on 31 July 2015 and, in accordance with s.54, will operate from 7 August 2015. The nominal expiry date of the Agreement is 31 December 2017.

COMMISSIONER

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Waratah-Wynyard Council

Enterprise Agreement 2015
WARATAH-WYNYARD COUNCIL
ENTERPRISE AGREEMENT
2015
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1. **SCOPE OF THE AGREEMENT**

1.1 **TITLE**
This Enterprise Agreement shall be known as the Waratah-Wynyard Council Enterprise Agreement 2015 (*Agreement*).

1.2 **DEFINITIONS**
For the purpose of this Agreement:


*Base Rate of Pay* means the hourly rate of pay payable to an employee for his or her ordinary hours of work, but not including any of the following: incentive-based payments and bonuses; loadings; monetary allowances; overtime or penalty rates; any other separately identifiable amounts.

*Council* means the Waratah-Wynyard Council.

*Default Fund* means the Quadrant Superannuation Fund (or any successor) or any other complying fund determined by Council.

*Employee* means a person employed by the Waratah-Wynyard Council and who is covered by this agreement.

*Employer* means the Waratah-Wynyard Council.

*Eligible Community Service Activity* means Jury Service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or of a State or Territory; or carrying out a voluntary emergency management activity.

*FWC* means Fair Work Commission or any successor.

*Immediate Family* includes:

- a spouse, de facto spouse, same-sex spouse, former spouse, former de facto spouse, child (including adopted child), parent, brother, sister, grandparent, grandchild of the Employee; or

- a child including an adopted child parent, grandparent, grandchild, brother or sister of a spouse, de facto spouse, same-sex spouse, former spouse or former spouse of the Employee.

*NES* means the National Employment Standards.

*Union* means the Australian Services Union (ASU) or any other relevant union.

1.3 **PARTIES BOUND**
The Parties to this Agreement are:

- Waratah-Wynyard Council (*Council* or *Employer*);
- Employees engaged by Council for whom Classifications appear in the;
  - *Municipal Employees (Country Councils – Tasmania) Award 2003* (AT825465);
  - *Municipal Officers (Tasmania) Award 2002* (AT815609);
Local Government (Community Services) Tasmania Award 2002 (AT815537) (Employees); and

The Australian Services Union (ASU).

For the avoidance of doubt, this Agreement will not apply to the General Manager or any employees specifically engaged at management level on a contract of employment.

1.4 RELATIONSHIP TO AWARDS AND AGREEMENT

This Agreement operates to the exclusion of all industrial instruments (including any award, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award) other than that listed below.

This Agreement incorporates the following awards (Award) as they existed on 1 January 2015:

- Local Government Industry Award 2010

Where inconsistencies occur between this Agreement and the Awards, this Agreement will prevail to the extent of the inconsistency. For the avoidance of doubt, where this Agreement is silent on a matter the Award shall apply.

This Agreement wholly replaces the Waratah-Wynyard Council Enterprise Agreement 2012.

1.5 RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS (NES)

Nothing in this Agreement will operate to provide a less favourable outcome for employees in a particular respect than that provided by the NES.

Employee entitlements under this Agreement:

(a) Apply unless a superior condition applies in accordance with the NES; and

(b) Are provided in satisfaction of, and not in addition to, entitlements under the NES.

1.6 NO EXTRA CLAIMS COMMITMENT

The parties undertake for the life of the Agreement, there shall be no extra claims in relation to matters covered by this Agreement, except for those granted under the terms of this Agreement.

For the avoidance of doubt, this clause does not preclude the Council from exercising its managerial prerogative to implement changes in the workplace, including policies, procedures and directions in accordance with any applicable consultative requirements.

1.7 RE-NEGOTIATION OF THE AGREEMENT

The parties agree that no later than 6 months before the expiration of this Agreement, discussions will commence regarding a further agreement.

1.8 TERM OF THE AGREEMENT

The Agreement will commence operation from the seventh day after approval by Fair Work Commission, and will have a nominal expiry date of 31 December 2017.

1.9 ACCESS TO THE AGREEMENT

An up to date copy of this Agreement will be maintained in prominent places, and be easily accessible by employees.
2. CONSULTATION AND COMMUNICATION

2.1 CONSULTATION

Consultation is a process which occurs prior to not after the taking of a decision, it involves real listening on both sides and has the capacity to influence the outcome.

Where Waratah-Wynyard Council has made a decision to introduce:

(a) An in principle change to production, program, organisation or technology in relation to its enterprise and the change is likely to have a significant effect on employees; or

(b) A change to regular rosters or ordinary hours of work; then the following provisions apply.

Council must notify the relevant employees of the in principle decision to introduce the in principle change.

The relevant employees may appoint a representative (which may include the ASU) for the purposes of the procedures in this term.

If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee, or employees, advise the Council of the identity of the representative, the Council must recognise the representative.

As soon as is practicable before, and where appropriate, during the making of its in principle decision, the Council must discuss with the relevant employees:

- the introduction of the change; and
- the effect the change is likely to have on the employees; and
- measures Council is taking to avert or mitigate any potential adverse effect of the change on the employees; and

The Council must provide, in writing, to the relevant employee and their nominated representative:

- all relevant information about the in principle change including the nature of the change proposed; and
- information about the expected effects of the change on the employees; and
- any other matters likely to affect the employees.

In addition to the matters above in Clause 2.1, for a change to regular rosters or ordinary hours of work for fulltime or part time employees, the Council must:

- provide information to the employees about the change;
- invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- consider any views given by the employees about the change.

Council is not required to disclose confidential or commercially sensitive information.

Council must give prompt and genuine consideration to matters raised about the proposed changes.

In this clause, a major change is likely to have a significant effect on employees if it results in:

- the termination of the employment of employees; or
- major change to the composition, operation or size of the Council's workforce or to the skills required of employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- the alteration of hours of work; or
- the need to retrain employees; or
- the need to relocate employees to another workplace; or
- the restructuring of jobs.

In this clause, relevant employees means the employees who may be affected by the major change.

2.2 CONSULTATIVE COMMITTEE

Waratah-Wynyard Council commit to maintaining a Consultative Committee which will act as the principal group for continuing consultation between management and employee representatives. This committee will maintain their own terms of reference, and provide a forum to discuss matters which may impact broadly on employees. Individual matters that are of a sensitive and personal nature will not be discussed at this forum.

The committee members will be representative of the indoor workforce, outdoor workforce, children’s services, human resources and management. A representative of the ASU is invited to attend as an observer.

A review of the Consultative Committee will be conducted, by the Committee, within the first year of this Agreement to ensure the Committee is of benefit to the organisation and employees. Amongst other aims, the Committee should aim to improve business performance of the Council, ensure that local working conditions are adequate, develop and foster effective communication, team building and employee participation and engagement within the work location and with other parts of the employer, and contribute to improved productivity, including development of employee skills and career opportunities.

2.3 CONTINOUS IMPROVEMENT

Continuous improvement is an ongoing process of identifying opportunities to improve outcomes for the community, employees and the organisation through leadership, research, monitoring, consultation and evaluation. Waratah-Wynyard Council is committed to ensuring that the services it provides are underpinned by continual improvement and good business practice.

A commitment to continuous improvement will:
- provide a focus on identifying valued services for the community and other stakeholders which they can understand, respond to and measure performance against;
- deliver quality and best value services to our the community and other stakeholders in a way that is financially sustainable;
- build an organisational culture of innovation, trust and collaboration in the pursuit of continuous improvement;
- build an organisational culture based on a “one organisation” approach to the delivery of "best value" to the community and other stakeholders;
- The Council aims to be regarded as a desirable place to work and to achieve high levels of community and employee satisfaction.
3. DISPUTE RESOLUTION AND FLEXIBILITY ARRANGEMENTS

3.1 GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE

If a dispute arises this agreement, the NES (including subsections 65(5) or 76(4)), or any other work-related matter (including a dispute whether workplace rights have been breached), the parties to the dispute will attempt to resolve the dispute at the workplace level.

If the matter cannot be resolved, parties may refer the dispute to Fair Work Commission for resolution using any of its powers (including powers under section 739(4)).

Union members are entitled to be represented by their union. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose. The employer shall recognise the representative for all purposes involved with the resolution of the dispute.

The parties to the dispute and their representatives must act in good faith in relation to the dispute.

While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.

The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

The following procedure will be adhered to in relation to the resolution of grievances and dispute resolution:

(a) Should any matter occur which gives cause for concern to an employee he/she shall raise such matter with his/her immediate supervisor.

(b) Within 24 hours, the parties will make all reasonable attempts to arrange a time to meet to discuss and review the matter.

(c) If not settled to his/her satisfaction, the employee concerned may refer the matter to the Executive Manager, or the employee appointed and recognised as the Union's workplace representative or union delegate representing the employee concerned. Such union delegate shall submit the matter to the most senior employee responsible for supervision. Within 48 hours, the parties will make all reasonable attempts to arrange a time to meet to discuss and review the matter.

(d) If the matter is not satisfactorily settled, the employee or union delegate may submit the matter to the General Manager.

(e) If not settled the matter may be further discussed between the employee, employee's representative or Branch Secretary of the relevant Union (or his/her nominee) and the appropriate representative of the employer.

(f) If the matter is not settled it may be referred to the Fair Work Commission initially for conciliation. If conciliation does not resolve the matter, Fair Work Commission may arbitrate the matter. The Fair Work Commission determination shall be made in the form of an Order.

(g) Nothing in this procedure shall prevent any employee from seeking advice or assistance from their Union or Union representative.

(h) Nothing shall prevent either an employer association or the Branch Secretary of the relevant Union or his/her nominee from becoming involved or referring the matter to the Fair Work Commission at an earlier stage should they consider it necessary.
Pending settlement and provided the status quo remains, members of the relevant Union shall remain normally at work with the co-operation and encouragement of officials of the relevant Union.

No party shall be prejudiced as to final settlement of the dispute by the continuance or work. Only employees affected and who need to be involved in matters at conciliation may attend. No employee will lose any income as a result of being involved in the attempt to resolve disputes under this procedure.

Each party will bear their own costs in relation to any proceedings which result from the application of this dispute resolution procedure. This provision will not apply where it has been determined by the Fair Work Commission that the claim was a vexatious claim or had no reasonable prospect of success.

3.2 INDIVIDUAL FLEXIBILITY

(a) The Council and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(i) the Agreement deals with one (1) or more of the following matters;
   - the timing and minimum periods of annual leave;
   - annualisation of allowances;
   - method of payment of leave loading;
   - arrangements for when work is performed;
   - overtime rates; and/or
   - penalty rates.

(ii) the arrangement meets the genuine needs of the Council and employee in relation to one (1) or more of the matters mentioned in paragraph (i); and

(iii) the arrangement is genuinely agreed to by the Council and employee.

(b) The Council must ensure that the terms of the individual flexibility arrangement:

(i) are about permitted matters under section 172 of the Act; and

(ii) are not unlawful terms under section 194 of the Act; and

(iii) result in the employee being better off overall than the employee would be if no arrangement was made.

(c) The Council must ensure that the individual flexibility arrangement:

(i) is in writing; and

(ii) includes the name of the Council and employee; and

(iii) is signed by the Council and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(iv) includes details of:

(A) the terms of the Agreement that will be varied by the arrangement; and

(B) how the arrangement will vary the effect of the terms; and

(C) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(D) states the day on which the arrangement commences.
(d) The Council must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(e) The Council or employee may terminate the individual flexibility arrangement:
   (i) by giving no more than 28 days written notice to the other party to the arrangement; or
   (ii) if the Council and employee agree in writing — at any time.

Any variation to employee working arrangements under the Individual Flexibility Arrangement Clause will be considered via a process which is fair and equitable.

Employees reserve the right to engage representation at any time throughout this process.

3.3 PHASED IN RETIREMENT

Council respect the rights of employees to make their own choices on when they leave Council whilst at the same time recognising the value these employees have to Council in terms of their organisational knowledge. In addition, Council recognise that leaving the workforce in retirement after a long period of service can be dramatic for some people.

The overall concept is that employees who are approaching normal age of retirement are able to reduce their work commitments through a reduction in working hours over a period of twelve (12) months with a consequential reduction in salary.

It will be the employee’s choice to apply for phased in retirement and the employee will not suffer any detriment as a result. If approved, the employee's salary and conditions will be on a pro-rata basis in accordance with normal part-time provisions. By mutual agreement this period may be increased. This reduced commitment in working hours may be matched with the recruitment of a replacement.

Further options or arrangements may be considered by mutual agreement.

4. EMPLOYMENT RELATIONSHIP

4.1 EMPLOYMENT CATEGORIES

An employee will be employed in one of the following categories:

(a) Full-time employee - means an employee engaged to work, per week, on average a minimum of 38 hours per week for the Works and Services and Children’s Services Departments, and 37.5 hours per week for all other Departments.

(b) Part-time employee - means an employee engaged to work less than 38 hours per week for either the Works & Services or Children’s Services Departments or, less than 37.5 hours for all other Departments, on a regular and systematic basis. The following terms and conditions generally apply to part time employees:
   (i) Leave provisions apply on a pro-rata basis.
   (ii) Where a part-time employee is offered and accepts more hours than their usual or contracted hours these hours will not be considered overtime provided that the hours are less than 38 hours per week for either Works & Services or Children’s Services or, less than 37.5 hours for all other Departments, on a regular and systematic basis and occur during the span of Ordinary Hours.

(c) Casual employee – means an employee who is engaged on an as is and when is required basis, and may work without the expectation of continuous work. This does not prevent
a casual employee from requesting to work consistent hours on a regular and systematic basis under a casual arrangement where such work is available.

(d) The following terms and conditions generally apply to casual employees:

(i) An additional loading of (20%) to the Base Rate of Pay in lieu of Annual leave, Personal leave (other than Unpaid Carer’s Leave), Paid Compassionate leave, Paid Bereavement Leave, Public Holidays, Redundancy payments and Notice for Termination of employment.

(ii) Each period of employment stands alone.

(iii) Penalties and Overtime rates for casual employees will be calculated on the Base Rate of Pay.

(iv) In the event of receiving penalty rates, the 20% loading will continue to apply to the base rate but not apply to penalty rates.

(v) Casual employees will be engaged for a minimum of two (2) hours.

4.2 REVIEW OF CASUAL AND TEMPORARY POSITIONS

It is agreed that where work performed by an employee of Council is ongoing then the modality of employment shall be permanent. A six monthly review will be conducted across casual, temporary and contract employees to establish whether or not the nature of that work is ongoing. Council may undertake a recruitment process or direct appointment provided that a bona fide merit process can be demonstrated to have previously occurred.

5. HOURS OF WORK

5.1 PREAMBLE

The following components, making up employees hours of work are covered by reference to:

(a) Works and Services Department

Thirty eight (38) hour week, averaged over each fortnight roster to allow for a nine (9) day fortnight.

(b) Children’s Services Department

Thirty eight (38) hour week, averaged over each four (4) week cycle to allow for a nineteen (19) day month.

(c) Wonders of Wynyard Exhibition Centre (Wow)

Thirty seven and a half (37.5) hour week averaged over each four (4) week cycle to allow for a nineteen (19) day month.

(d) All other Council Departments (with the exception of contract employees and other employees where an alternative arrangement has been agreed)

Thirty seven and a half (37.5) hour week averaged over each four (4) week cycle to allow for a nineteen (19) day month.

5.2 WEEKLY HOURS

(a) Working hours shall be based upon an average of 38 hours per week for the Works & Services and Children’s Services Departments and 37.5 hours per week for all other Departments, provided that, subject to the provisions contained in this Agreement, actual working hours arrangements that meet the operational requirements of the
Council in its respective work section shall be agreed between management and employees. The maximum number of hours that shall constitute an ordinary day's work for each full-time employee without the payment of overtime shall not be more than nine (9) hours.

(b) The maximum number of hours of work on any ordinary day without attracting overtime rates shall be nine (9) hours.

(c) Any hours worked in addition to the first nine (9) will be paid at the required overtime rate. At least 24 hours’ notice is required to be given to an employee to work longer than nine (9) hours on subsequent days unless otherwise mutually agreed.

5.3 FLEXIBLE HOURS AND BANKING OF HOURS

Flexibility in the starting and finishing point in hours of work (outside normal hours) may be implemented for special projects and/or by mutual agreement.

Flexible hours (outside normal hours) will be credited to the employee at single time, the employee being entitled to the equivalent time off, at single time rate, at a mutually convenient time.

All banked hours must be recorded (or equivalent advice) and provided to personnel after being signed off by the manager or supervisor on a fortnightly basis.

To avoid the possibility of unduly affecting the future delivery of Council services, an employee cannot bank more than five working days within a three month period, unless approved by their manager or supervisor.

If an employee who has banked hours in credit retires, resigns or otherwise terminates their employment with Council, those hours shall be paid at normal time rates.

5.4 OVERTIME RATES

Overtime is a situation which can occur by either:

(i) Mutual agreement between employer and employee; or
(ii) When it is requested or required by Council to be performed by an employee (directed overtime).

(a) For all work done in excess of nine (9) hours on an ordinary working day, the rates of wages shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

(b) Each day’s work shall stand alone in computing overtime.

(c) Where overtime work is necessary, it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

(d) Where overtime is mutually agreed, standard overtime rates and banking of hours will apply.

(e) Where an employee is directed to work overtime, the work will be either treated as:
(i) Paid overtime as per the conditions of clause 5.4 (h), 5.4(j) and 5.4 (j); or
(ii) A combination of paid ordinary hours and time off in lieu equivalent to the penalty rates, the employee can take the equivalent time off in lieu at a mutually convenient time as per clause 5.3.
(f) An employee, who by mutual agreement has agreed to work on the employee’s rostered day off, may otherwise elect to be paid out at single time, in lieu of a day off.

(g) By agreement between the employer and employee time off may be taken in lieu of payment for overtime.

(h) For all work performed on Saturday, payment shall be made at the rate of time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

(i) For all work performed on Sunday, payment shall be made at the rate of double the ordinary prescribed rate.

(j) For all work performed on a gazetted Public Holiday, the total hourly payment in respect of the time worked shall be made at the rate of double time and a half of the ordinary prescribed rate. For the avoidance of doubt, this means ordinary time plus time and a half.

(k) All overtime must be authorised by the relevant manager/supervisor prior to the commencement of the overtime work.

5.5 SPREAD OF HOURS

5.5.1 ALL DEPARTMENTS OTHER THAN THE WONDERS OF WYNYARD EXHIBITION CENTRE (WOW)

(a) The ordinary hours of work are Monday to Friday, 6.00 am and 8.00 pm.

(b) Notwithstanding (a), an employee may be requested to work on a Saturday or Sunday if:

   (i) It is necessary for operational requirements; or

   (ii) It is customary for the employee to perform work on a Saturday or Sunday.

(c) Where reasonably practicable, Council will give the employee who does not customarily perform work on a Saturday or Sunday, a minimum of two (2) weeks’ notice if they will be required to work on a Saturday or Sunday.

(d) Work on a Saturday or Sunday will be by mutual agreement between the employer and employee. The beginning and ending of work on a Saturday and Sunday shall be between the hours of 6.00am and 6.00pm.

(e) Any work outside of standard operating hours shall be by mutual agreement, or in accordance with clause 5.4.

5.5.2 WONDERs OF WYNYARD EXHIBITION CENTRE (WOW)

The ordinary hours of work are Monday to Sunday, 6.00am and 8.00 pm.

An employee at the WOW will be paid, in addition to the base rate and casual loading, an allowance when working on weekends or gazetted public holidays:

(a) 50% pay for working on a Saturday

(b) 75% pay for working on a Sunday; and

(c) 150% pay for working on a Public Holiday.

To clarify, for casual employees:

(a) Saturday - 20% casual loading + 50% Saturday loading = 70% in addition to the base unladen rate.

(b) Sunday - 20% casual loading + 75% Sunday loading = 95% in addition to the base unladen rate.
(c) Gazetted Public Holidays – 20% casual loading + 150% loading = 170% in addition to the base unloaded rate.

For the avoidance of doubt, Clause 5.4(h), Clause 5.4(i) and Clause 5.4(j) do not apply to employees of the Wonders of Wynyard Exhibition Centre (WOW).

5.6 STARTING AND FINISHING POINT

An employee’s starting and finishing point will generally be the employee’s principal work location and/or worksite. Where the Council and the employee agree, the employee’s starting and finishing point will be at the job site. Any variation to the starting and/or finishing point on any given work day must be approved by the relevant manager/supervisor.

(a) Works and Services Department

Actual start and finish times and the duration of the working day within the constraints imposed by this clause will be determined by the Council after discussion between the employees and manager/supervisor at each work location.

(b) All Departments (with the exception of Works & Services, Children Services, Wonders of Wynyard Exhibition Centre and contract employees)

Normally the hours of work for office employees will be from 8.20 am to 5.00 pm Monday to Friday with 46 minutes for lunch which will be taken by arrangement normally between 12 noon and 2.00 pm. An option for employees to negotiate flexible hours on any given day will be maintained providing that any arrangement entered into does not affect the delivery of customer services. Flexible arrangements outside of normal hours of work will be at the discretion of management and can be changed at any time.

5.7 ROSTERED DAY OFF (RDO)

(a) Works and Services Department

It is agreed to structure hours of work to provide fulltime employees with a nine (9) day fortnight except where it has been separately negotiated between the employee and management for a variation.

(b) All Other Employees (with the exception of Works & Services, and contract employees)

It is agreed to structure hours of work to provide fulltime employees with a nineteen (19) day month except where it has been separately negotiated between the employee and management for a variation.

(c) General Provision

By agreement between the employee and Council the RDO may be deferred and taken at some other mutually convenient time. An employee is not entitled to accrue more than three (3) RDO’s at any one time, unless prior approval has been obtained from the General Manager or delegated officer.

In relation to RDOs, should an employee be directed to work on a rostered day off, without rescheduling an alternative day then such hours will be treated as overtime.
5.8 PEAK PERIODS OF WORK / AVERAGING SYSTEM

In order to accommodate the peak periods of work requirements of the Council at each particular work location, any employee and management at the particular location may agree on a work cycle based upon:

(a) An employee engaged through the averaging system will be paid on an averaged fortnightly pay basis throughout the year - i.e., as if each fortnight contains seventy six (76) ordinary hours worked. In the event of termination of employment:

(i) Where there is a balance of hours in favour of an employee, Council will pay the amount due to the employee within seven (7) days of termination of employment;

(ii) Where the employee has been paid for more hours than those actually worked, Council will seek to recover the overpayment through an arrangement agreed to by both parties. Where agreement cannot be reached, and the overpayment remains outstanding, resolution will be sought by way of a debt recovery process.

(b) For an employee who works an excessive number of banked hours, the employee may be paid the excess hours at single rate time, such arrangements will be subject to agreement between the employee and management.

(c) It is agreed that the service requirements of the Council are paramount and therefore priority will be given to developing the greatest possible flexibility in working hours arrangements within the parameters set out in this clause.

6. REMUNERATION AND RELATED MATTERS

6.1 AGREEMENT INCREASES

The Base Rate of Pay for employees is specified in schedule 1. These rates include the following increases:

(a) Base salaries will increase by an amount of 2% or $21 per week, whichever is the greater, effective the next full pay period from 1 July 2015.

(b) Effective next full pay period from 1 July 2016 base salaries will increase by an additional amount of 2% or $21 per week, whichever is the greater.

(c) Effective next full pay period from 1 July 2017 base salaries will increase by an additional amount of 2% or $21 per week or CPI, whichever is the greater.

6.2 PAYMENT OF SALARY AND ALLOWANCES

(a) Wages shall be paid by Electronic Funds transfer fortnightly (ie in arrears) into an account nominated by the employee. The Pay Period is from Monday – Sunday. Payments will be transferred to the employee’s nominated account on the Wednesday unless there are circumstances beyond the control of the employer.

(b) Council may change the Pay Period and the day on which payments are made. Any change will be subject to the Consultation process in clause 2.2 and will not occur until the employees have received at least four (4) weeks’ notice.

(c) Council will not be held responsible, where there are circumstances outside of the control of the employer, for any bank fees or penalties (eg late, default or overdraft fees or charges) incurred by an employee. To avoid this, employees should arrange for any deductions to take place on the Monday after the pay day (which is currently the first Wednesday following the end of the Pay Period).
6.3 DEDUCTIONS FROM WAGES

On request employees will be able to make deductions, including personal superannuation contributions and union dues, from their pay.

6.4 HIGHER DUTIES

An employee appointed to undertake a higher duties role, and in receipt of a higher duties allowance, must perform all duties associated with the role unless otherwise specified by Management. The Higher Duties allowance will be paid for all days that fall within the period worked, including public holidays.

Higher duties allowance will not be paid for any leave periods that are taken. Where an employee has been paid for higher duties continuously for at least three calendar months prior to taking leave, the employee shall continue to receive the higher rate of pay for the time they are on leave only if the employee will be returning to the higher classified position upon the completion of the leave.

In instances where an employee is relieving for a contract employed staff member an appropriate level and rate of pay will be determined in accordance with the level of responsibility and percentage of role being undertaken.

Higher duties will not be payable in instances where an employee is relieving another officer who is on their RDO.

Employees who are performing higher duties shall receive higher duties for a public holiday if it falls within the period of higher duties. If an officer commences acting in a higher role on the day after a public holiday, then the officer is not entitled to payment of higher duties allowance for the public holiday, nor is the day recognised for the purpose of qualifying for higher duties allowance.

Where higher duties are applicable, any overtime payments to which an employee may be entitled shall also be based on the higher rate of pay.

All higher duties must be approved by the relevant Executive Manager or Delegated Officer.

A higher duties allowance will only be paid for individual continuous periods of two (2) days or more. For the avoidance of doubt, an employee is required to perform the higher duties for a period greater than one (1) full day before the allowance applies.

6.5 ALTERNATE DUTIES

This Clause is intended to allow employees to take on different responsibilities or activities and obtain and utilise new skills as part of developing within the organisation. It may provide an opportunity for an employee to apply for new roles within the organisation. Alternate duties arrangements shall be by mutual agreement.

If different duties are within the same level as the employee’s normal role the recognition of learning and performing new tasks should be noted for the performance review. If they are higher level it may be that an employee has exposure to higher-level activities as part of succession planning or career progression. Succession planning challenges managers, and supervisors to delegate activities, within appropriate parameters, to provide diversity and learning opportunity.

An employee’s position description may be reviewed upon request.

When employees undertake alternate duties they will be paid at their current rate.
Unless specified, the above (clause 6.5) does not apply when employees are on workers' compensation and undertaking alternate duties as part of a return-to-work plan.

6.6 SALARY SACRIFICE

Council will offer salary sacrifice arrangements to enable employees to take advantage of appropriate packaging options, provided that such options are cost neutral to Council. Any salary sacrifice arrangements will be within the applicable taxation, legal and administrative guidelines and will be varied to reflect changes to these guidelines providing there are no Fringe Benefits Tax (FBT) implications for Council on any such item.

Items which can be utilised under this arrangement are:

- Superannuation
- Children’s Services (Waratah-Wynyard Council operated facility)
- Portable Electronic Device ie. (as per ATO requirements)

Salary sacrifice arrangements will be on the basis that the conditions of such packaging are no less favourable than the entitlement otherwise available from this Agreement.

It is the employee’s responsibility to obtain independent financial advice. Council will not accept any responsibility for advising employees on salary sacrificing strategies.

Employees who opt for salary sacrifice will not be disadvantaged by the application of future wage increases and allowances. Increases to wages and/or allowances will be applied to the rates applicable prior to the application of any salary sacrifice arrangements.

6.7 ANNUALISED SALARIES

An employee may agree to an individual agreement for an annualised salary that is in lieu of the following;

- Penalty rates
- Allowances
- Overtime

The terms of the annualised salary overall will be no less beneficial than the terms of this agreement.

6.8 SUPERANNUATION

An amount equal to the minimum superannuation guarantee legislation will be paid to a complying superannuation fund of an employee’s choice.

In the event of a new staff member failing to identify a preferred superannuation provider, they will be given an option of Quadrant Superannuation (and or its successors), Vision Superannuation or any other My Super compliant scheme.

For the purposes of complying with superannuation guarantee legislation, in the event that an employee fails to nominate a superannuation provider within the legislated timeframe, Quadrant will be the default fund.

Council agrees to become a registered employer for the purposes of Quadrant Superannuation and Vision Superannuation.

Should an employee choose to participate in making additional contributions it is agreed that the following schedule of contributions will apply:
<table>
<thead>
<tr>
<th>Employees Contribution</th>
<th>Council's Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>0% of salary</td>
<td>As per Superannuation Guarantee</td>
</tr>
<tr>
<td>1% of salary</td>
<td>As per Superannuation Guarantee + 0.5%</td>
</tr>
<tr>
<td>2% of salary</td>
<td>As per Superannuation Guarantee + 1.0%</td>
</tr>
<tr>
<td>3% of salary</td>
<td>As per Superannuation Guarantee + 1.5%</td>
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<tr>
<td>4% of salary</td>
<td>As per Superannuation Guarantee + 2.0%</td>
</tr>
<tr>
<td>5% of salary</td>
<td>As per Superannuation Guarantee + 2.75%</td>
</tr>
<tr>
<td>6% (and above) of salary</td>
<td>As per Superannuation Guarantee + 3.5%</td>
</tr>
</tbody>
</table>

6.9 CALL OUT ROSTER ARRANGEMENTS (WORKS AND SERVICES)

(a) Employees participating in the call out roster will be entitled to a separate allowance payment of a flat $25 per week built into their hourly rate during the life of this Agreement. In addition to this allowance, employees who are actually on call out will be entitled to an additional allowance of $45 per day.

(b) A callout roster, which will consist of six (6) employees, will be prepared which will outline the weeks when employees are required to be on call out and the structure for calling out additional workers (also on the call out list) if the need arises. The allowances paid as outlined will allow all employees associated with the call out roster to be paid a minimum of two (2) hours for each callout at time and a half and double time on Public Holidays.

(c) Should an employee, be required to be removed from the roster, a period of thirty (30) days’ notice is to be provided by either party. A shorter notice period, for extenuating circumstances, may be negotiated by mutual agreement.

7. NON WAGE MATTERS

7.1 UNIFORMS

7.1.1 WORKS AND SERVICES

Protective clothing required to be worn by the Works and Services staff will be supplied at no cost to the employee and be replaced on an as needed basis by the Council. It is agreed that all employees engaged in the Works and Services Department undertaking work in the open will wear approved protective clothing and comply with occupational health and safety obligations and Council policy and procedure.

The standard clothing provided to Works and Services employees on an annual basis is as follows:
- 2 Shirts
- 2 Trousers
- 2 Fleecy lined jumpers OR 1 Fleecy Lined Jumper and 1 x 4in1 Type Coat
- Steel Cap Safety Boots – as required (normally pull on unless there are special reasons for the provision of lace up boots)

Where an employee is required to wear prescription glasses, and requires safety glasses for the purposes of PPE, Council will fund one (1) pair of prescription safety glasses.

Replacement of items damaged through work related incidents or general wear and tear will occur during the period providing that the worn out items are presented to the Depot Clerk. Any variation or alternative approval to this process is at the discretion of the Works Manager.

7.1.2 COUNCIL OFFICES AND WONDERS OF WYNYARD EXHIBITION CENTRE

The Council’s registered uniform will be provided on a voluntary basis to all ongoing employees located at the Council offices and the Exhibition Centre.

In the first year of employment, permanent fulltime employees will be entitled to a one-off $520.00 uniform allowance.

The first year’s uniform entitlement is subject to Council’s New Employee Uniform Agreement. In the event that the employment relationship discontinues within a six (6) month period of the commencement date, the employee will be required to repay the agreed proportion of the uniform cost incurred by Council.

Each subsequent year full time employees will be entitled to a maximum payment, for purchase of uniforms, of $260.00.

Part-time employees located at the Council offices will be entitled to an allowance based on a pro-rata calculation of the full-time allowance. Where part-time employees work on 5 days per week, or 19 day month basis, they will receive full entitlement, with the pro-rata entitlement based on working days per week, eg. $520.00 / 260.00 x 2 days per week = $224.00.

Casual employees may be entitled to a reduced subsidy based on hours worked and employees should check their entitlement before purchasing any items of uniform. Where necessary, eligibility will be determined by averaging hours worked over the previous six (6) months.

An employee of Circular Head Council, who is formally engaged in a Resource Shared role with Waratah-Wynyard Council, will be entitled to the full uniform allowance of a Council Officer.

Note: Allowances will not be cumulative beyond a two (2) year period.

Personal Protective Equipment will be provided to any Council Office or Wonders of Wynyard Exhibition Centre employee who is required to undertake any duties which necessitates the use of PPE.

7.1.3 CHILDREN’S SERVICES

Full-time Children Services employees will be entitled to a contribution of $650.00 in the first year of employment.

The first (year) uniform entitlement is subject to Council’s New Employee Uniform Agreement. In the event that the employment relationship discontinues within a six (6) month period of the commencement date, the employee will be required to repay the agreed proportion of the uniform cost incurred by Council.

This payment includes a contribution for suitable footwear. A uniform and footwear contribution of $325.00 per annum will apply for each year thereafter.
Employees who work on a part time basis will have the option of purchasing one (1) approved shirt for each day of engagement per week and one (1) vest or jacket, per annum, subsidised by Council. A contribution of $104.00 per annum will be provided to part time employees. This clothing will signify appropriate identification of the children services unit. It is expected that Casual Children’s Services and Exhibition Centre employees who work on an infrequent basis will have the option of purchasing two (2) approved shirts and one (1) vest or jacket (Children’s Services only) subsidised by Council.

Part-time and casual employees may be entitled to a subsidy based on hours worked and employees should check their entitlement before purchasing any items of uniform. Where necessary, eligibility will be determined by averaging hours worked over the previous three (3) months.

This clothing will signify appropriate identification of the Children’s Services department. It is expected that employees provided with this clothing will wear it at all times when engaged in the Children’s Services area.

Reimbursement for the purchase of footwear will be made upon presentation of a receipt as proof of purchase. The amount reimbursed will be deducted from the annual clothing and footwear provision.

Personal Protective Equipment (PPE) will be provided to any Children’s Services employee who is required to undertake any duties which necessitates the use of PPE.

It is agreed that all employees will comply with occupational health and safety obligations and Council policy and procedure.

Note: Allowances will not be cumulative beyond a two (2) year period.

7.2 HEALTH AND WELLBEING PROGRAMS

In the interests of promoting health and wellbeing, Council’s Occupational Safety Health and Wellbeing Committee (OSHWELL) will maintain a Health and Wellbeing Policy. In accordance with the policy, develop an annual health and wellbeing will be developed; this program will be put to the Executive Management Team for approval. In support of this initiative, Council will provide funds to the value of $5,000 per annum, for the life of this Agreement.

The Committee will continue to implement the agreed initiatives as outlined in the Policy and will develop and coordinate the annual health and wellbeing program.

The aim of the program is that individuals will be educated and empowered to become personally responsible for their own health by making positive sustainable lifestyle changes of their own choice. Through this approach to health promotion collectively staff and management will endeavour to achieve benefits for both the Council by way of improved workplace productivity and safety and the employees through improved health and lifestyle.

7.3 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Council aims to support staff members and their immediate family who are experiencing personal or work difficulties. Council have arranged for provision of an Employee Assistance Program (EAP). This is an independent counselling service. This service is entirely confidential and is provided at the cost of Council.

Council encourages employees to use the service for support with any work or personal difficulties.

Contact details for this service can be found in communal staff areas as well as through supervisors, managers or Human Resources.
7.4 SERVICE RECOGNITION

Council is committed to recognising the experience, expertise and commitment employees have given to this organisation. The ongoing improvement of their work practices, quality of workmanship and work efficiencies that is an asset to Council.

These years of service and commitment will be recognised by Council through the issue of service certificates for all staff, recognising significant service milestones and the addition of the staff member's name to the 'honour board' which will be in an appropriate publicly viewed place.

Recognition of service will be equally applied to all trainees employed within Council regardless of the modality of the employment arrangement. This will allow for equality of recognition regardless of the employment arrangement being direct by Council or via a group trainer or other agency. Service Recognition of Trainees will only apply to future employees of Council.

7.5 INFLUENZA IMMUNISATIONS

Council will provide influenza immunisations to employees at no cost on an annual basis. The immunisations will be provided on a day and time nominated by Council for employees who wish to receive this immunisation.

7.6 HANDLING SEWER MATTER (HSM) ALLOWANCE

An employee directed to perform any work connected with sewerage blockage, septic tank blockage, sewerage-logged trenches, sewerage pits or other related circumstances, which involves handling or working in direct contact with sewerage matter, shall be paid double time for each hour whilst so engaged.

Employees who clean toilets or amenity blocks as part of their duties on a day to day basis are excluded in respect of the matter in the above clause.

The allowance is to be agreed to (ie. approved) by the employee's supervisor prior to works being undertaken, and certified by the employee's manager/supervisor on the daily timesheet.

8. LEAVE ENTITLEMENTS

8.1 PAID PERSONAL/CARER'S LEAVE

(a) Personal/carer's leave is available when an employee is:

(i) unfit for work as a result of personal illness or injury (personal leave); or

(ii) required to provide care or support to a member of the employee’s immediate family or household who requires care or support because of a personal illness or personal injury affecting the member, or an unexpected emergency affecting the member (carer’s leave).

(b) An employee, other than a casual employee, is entitled to ten (10) days paid personal/carers leave per year.

(c) An employee may use personal/carer’s leave for attendance at medical/health appointments provided that a medical certificate (or receipt for the medical appointment) is provided to Council.

(d) For current employees, the Council will credit ten days of paid personal/carer's leave on the employee's anniversary date (pro rata for part-time employees). The employee will not be credited any further leave until the next anniversary date.
For all other employees, the Council will credit ten days of paid personal/carer’s leave on the employee’s commencement of employment (pro rata for part-time employees). The employee will not be credited any further leave until the next anniversary date.

Personal/Carer’s Leave will accrue without limit.

8.2 UNPAID CARER’S LEAVE

(a) An employee is entitled to 2 days of unpaid carer’s leave for each occasion (Permissible Occasion) when a member of the employee’s immediate family, or a member of the employee’s household, requires care or support because of:
   (i) a personal illness, or personal injury, affecting the member; or
   (ii) an unexpected emergency affecting the member.

(b) An employee may take unpaid carer’s leave for a particular Permissible Occasion as:
   (i) a single continuous period of up to 2 days; or
   (ii) any separate periods to which the employee and his or her employer agree.

(c) An employee cannot take unpaid carer’s leave during a particular period if the employee could instead take paid personal/carer’s leave.

8.3 COMPASSIONATE LEAVE

Compassionate Leave, other than for a casual employee, is paid at the employee’s base rate of pay for the employee’s ordinary hours of work in the period for the days that they would have ordinarily worked. For casual employees, Compassionate Leave is unpaid leave.

(a) An employee is entitled to five (5) days of Compassionate Leave for each occasion (Permissible Occasion) when a member of the employee’s immediate family or a member of the employee’s household:
   (ii) contracts or develops a personal illness that poses a serious threat to his or her life;
   or
   (iii) sustains a personal injury that poses a serious threat to his or her life.

(b) A member of the employee’s immediate family or a member of the employee’s household dies.

(c) Except as otherwise specified an employee may take Compassionate Leave for a particular Permissible Occasion as:
   (i) a single continuous period; or
   (ii) any separate periods to which the employee and Council agree.

Compassionate leave is not cumulative.

8.4 NOTICE AND EVIDENCE REQUIREMENTS FOR TAKING PERSONAL/CARER’S LEAVE OR COMPASSIONATE LEAVE

An employee must provide notice to their supervisor/manager of the taking of personal/carer’s leave or compassionate leave as soon as is reasonably practicable (which may be a time after the leave has started); and must advise Council of the period, or expected period, of the leave.

(a) An employee who has given notice of the taking of leave must, if required by the employer, provide Council the following evidence:
   (i) Personal Leave - a medical certificate or a certificate from a registered health practitioner, if the employee is unable to obtain a medical certificate after reasonable endeavours, a signed Statutory Declaration stating that the person is
unable to attend for work and the reason why. The Statutory Declaration should include the reason for being absent from work and the basis on which a medical certificate is unavailable and the reasonable endeavours undertaken to obtain a suitable medical certificate. The employee is not required to provide evidence for the first five (5) days of leave per calendar year unless the leave exceeds three (3) consecutive days or is taken during a period of annual leave. Should a pattern of leave become apparent, it will be the manager’s/supervisor’s discretionary right to request the provision of a suitable medical certificate.

(ii) Carer’s Leave - a medical certificate or, if the employee is unable to obtain a medical certificate after reasonable endeavours, a signed Statutory Declaration stating that a member of the immediate family or household is sick or injured or that an unexpected emergency has arisen and that that person requires care. The employee is not required to provide evidence for the first five (5) days of leave per calendar year unless the leave exceeds three (3) consecutive days or is taken immediately before or after a RDO, period of annual leave, period of long service leave, public holiday or weekend.

(iii) Compassionate Leave - a medical certificate or signed Statutory Declaration stating that a member of the immediate family or household has: died or; contracted or developed a personal illness that poses a serious threat to his or her life or; sustained a personal injury that poses a serious threat to his or her life.

8.5 LEAVE WITHOUT PAY

The granting of periods of short term unpaid leave is discretionary and shall only be made upon the approval of the manager/supervisor or a member of the Executive Management Team.

For the purposes of clarification, a period of leave which may be considered short term is up to a maximum of one (1) week.

Long term unpaid leave (of a duration more than one (1) week) is discretionary and shall only be made upon the approval of the General Manager under exceptional circumstances. The maximum period of unpaid leave available is twelve (12) months however, this may be extended with the approval of the General Manager. Consideration will be given to either request subject to the following criteria:

- the length of the absence;
- the reason for the leave;
- the costs associated with the granting of the leave;
- relief and operational arrangements;
- the length of service of the employee;
- that the leave will not have any detrimental effect on the operations of Council;
- other relevant factors.

An employee will be required to take all accumulated annual leave prior to the taking of unpaid leave.

Periods of unpaid leave will not be counted as service.

8.6 ANNUAL LEAVE

(a) Unless Council is notified otherwise by the employee, employees will receive their pay during annual leave in the normal pay cycle.
(b) All leave taken will be provided on the basis of the hours of work arrangements entered into under the provisions of this Agreement ie:

For full-time employees:

- 19 day month employees 7.9 hours per day (150 hours per annum)
- 20 day month employees 7.5 hours per day (150 hours per annum)
- 9 day fortnight employees 8.5 hours per day (152 hours per annum)

(c) Part-time employees leave entitlements are calculated on the basis of pro-rata full-time equivalents.

(d) During a period of Annual Leave, an employee will receive leave loading calculated at the rate of 17.5% of the employee’s Base Rate of Pay. The payment of leave loading will be as follows:

- Outdoor Staff – payment will coincide with leave taken.
- Indoor, Exhibition Centre and Children’s Services staff will be paid on the anniversary of the commencement of employment.

An employee must take at least two (2) weeks of Annual Leave (pro-rata for part-time) per year unless the Executive Manager is satisfied that exceptional circumstances exist to justify the employee not taking the minimum two (2) weeks leave. For the avoidance of doubt this will be based on the employment commencement date.

8.7 PURCHASED LEAVE

Subject to an employee having at least twelve (12) months continuous service, the employee may elect to purchase one (1) weeks additional annual leave per year. Leave may be purchased once in any twelve (12) month period, expressed in ordinary working hours. Purchased leave is not subject to leave loading provisions and is paid at ordinary time.

After the initial purchase of annual leave, any request to purchase additional leave, exceeding the one (1) week maximum for the year, is subject to the approval of the General Manager. Where approval is granted the twelve (12) month reconciliation period will commence from the first pay period after the first application to purchase leave is processed and will not be extended.

The amount of leave sought will be paid for through a corresponding reduction in fortnightly pay spread out evenly over a twelve (12) month period beginning on the first pay after the application to purchase leave is processed. Purchased leave must be paid for in full prior to usage. These arrangements count for service.

This leave must be used within twelve (12) months of purchase or the entitlement will lapse. An employee is entitled to a refund of any unused purchased leave at the end of the accounting year, unless prior approval has been given to extend the period of usage.

Purchased leave may be taken in combination with public holidays, and any form of leave except personal leave for personal illness or preventative health checks. Where purchased leave is applied for, the total amount of leave applied for must be one week.

8.8 LONG SERVICE LEAVE

Employees will be entitled to Long Service Leave in accordance with the provisions of the Local Government (Building and Miscellaneous Provisions) Act 1993 or successive legislation. Long Service Leave will not normally be split into more than six (6) separate periods and any period
of leave will not normally be shorter than two week blocks unless in the opinion of the General Manager (or delegate) extenuating circumstances exist.

To maintain service levels to customers, as much prior notice as possible, but in any case not less than one (1) month, will be required for approval of long service leave pursuant to this clause.

If an employee leaves the employment of Council for any reason other than for misconduct justifying summary dismissal, provided the employee has completed seven (7) years of service, they shall be paid pro-rata on the untaken Long Service Leave accrued subject to this clause.

The payment of pro-rata long service leave in these circumstances is determined by reference to ten years as referred to in the Local Government (Building and Miscellaneous Provisions) Act 1993 or successive legislation, i.e. Thirteen (13) weeks’ long service leave for every ten (10) years served.

Employees who have over seven (7) years of service, may access their accrued long service leave prior to receiving the entitlement at a ten (10) year interval. An employee may elect to access a minimum of two (2) week blocks, pro rata long service leave as it accrues.

8.9 SCHEDULING OF LONG SERVICE LEAVE

Long Service Leave will be scheduled in consultation with an employee’s Executive Manager. When applied for, it will not be unreasonably withheld. Employees are expected to provide reasonable notice for periods of extended leave.

Employees are encouraged to have a balance of no greater than 65 working days (three months) and will not accrue greater than 130 working days (6 months) unless approved in writing by the relevant Executive Manager. Long Service Leave will not, without the approval of the Executive Manager, be taken in periods of less than nine (9) days.

The employer may, following consultation, direct an employee to take a period or periods of Long Service Leave where the employee has accumulated Long Service Leave in excess of 65 working days (three months).

The objective of this clause is to reduce ongoing Long Service Leave accrual to no more than three months, support employee wellbeing, workforce planning and overall good management practices.

8.10 PARENTAL LEAVE

8.10.1 UNPAID ENTITLEMENTS AS PER NES

Employees are entitled to unpaid parental leave as provided for in the NES from time to time.

8.10.2 DEFINITIONS FOR PAID PARENTAL LEAVE

For the purpose of this clause, the following definitions apply:

(a) Primary carer – a person is the primary carer of a child if:
   (i) the child is in the person’s care for a period of parental leave; and
   (ii) the person meets the child’s physical needs more than anyone else in that period parental leave;

(b) Secondary carer – a person is a secondary carer if they are the partner or spouse of the primary carer of a child.
8.10.3 PAID PARENTAL LEAVE

Employees are eligible for a period paid parental leave if:

(a) They are a permanent full-time or permanent part-time employee;
(b) They have completed 2 years continuous service at the time of the expected date of
birth or date of placement of the child;
(c) They are eligible for unpaid parental leave as provided for in the NES.

8.10.4 PERIOD OF PAID PARENTAL LEAVE

Employees who are eligible for paid parental leave pursuant to 8.10.2 are entitled to a period of
paid parental leave as follows:

(a) In the case of a primary carer, a period equal to 10 weeks which the employee can elect
to take as either:
   (i) 10 weeks at the employee’s full ordinary rate of pay; or
   (ii) 20 weeks at half of the employee’s ordinary rate of pay; and
(b) In the case of a secondary carer, a period of 2 weeks.

8.10.5 TIMING OF PAID PARENTAL LEAVE

Eligible employees must take a period of paid maternity leave concurrently with a period of
unpaid parental leave taken pursuant to the NES.

8.10.6 CONTINUITY OF SERVICE

Periods of paid parental leave taken in accordance with the entitlement to paid parental leave
in subclause 8.10.4 will count as service for all purposes, except that if an employee chooses to
take an entitlement to 10 weeks paid parental in accordance with 8.10.4(a)(ii) the period of
paid leave for the purposes of determining the period of service of the employee will be taken
to be 10 weeks only.

8.11 PERSONAL EMERGENCY LEAVE

Council recognises that employees sometimes experience urgent or traumatic situations in
their personal life that may affect their attendance or performance at work and is committed to
providing support to staff in these circumstances:

An urgent or traumatic situation may include but is not limited to:

- family violence;
- Life threatening injury or illness to a member of the immediate family or household;
- Death of immediate family member living interstate or overseas to which the employee
  needs to attend;
- Acts of violence towards the employee (other than family violence) eg. home invasion;
- Physical assault;
- Sexual assault.

8.11.1 GENERAL MEASURES

(a) Proof of an urgent or traumatic situation may be required and can be in the form an
agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal
and health care nurse a Family Violence Support Service or Lawyer.
(b) All personal information concerning an urgent or traumatic situation will be kept confidential in line with Council Policy and relevant legislation.

(c) Where an employee’s performance or work suffers as a direct result of being a victim of a declared urgent or traumatic situation, no adverse action will be taken against the employee.

(d) An employee experiencing an urgent or traumatic situation will have access to existing leave entitlements for medical appointments, legal proceedings and other activities related to the urgent or traumatic situation. This leave may be taken as consecutive or single days or as a fraction of a day. Notification requirements associated with existing leave entitlements apply.

(e) An employee experiencing an urgent or traumatic situation will be referred to the Employee Assistance Program (EAP) and/or other appropriate agencies as deemed necessary.

(f) An employee who supports a person experiencing an urgent or traumatic situation may take carer’s leave, in accordance with the Clause 8.1 and Clause 8.2, to accompany them to court, to hospital, or to mind children.

8.11.2 INDIVIDUAL SUPPORT

In order to provide support to an employee experiencing an urgent or traumatic situation, upon request Council will consider:

(a) Changes to their span of hours or pattern or hours and/or pattern of hours;

(b) Job redesign or changes to duties;

(c) Relocation to suitable employment or alternative work location within the Council where a suitable alternative is able to be identified;

(d) A change to their telephone number or email address to avoid harassing contact;

(e) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements;

(f) Such alternatives maybe agreed on a temporary or permanent basis, and will be considered on a case by case basis.

8.12 COMMUNITY SERVICE LEAVE

8.12.1 GENERAL

(a) Under the NES an employee is entitled to Community Service Leave to engage in an Eligible Community Service Activity which means:

- Jury Service; or
- Voluntary Emergency Management Activities.

(b) An employee who engages in an eligible Community Service Activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:

(i) time when the employee engages in the activity;

(ii) reasonable travelling time associated with the activity;

(iii) reasonable rest time immediately following the activity; and

(iv) Other than for Jury Service—the employee’s absence is reasonable in all the circumstances.
(c) An employee who wants an absence from his or her employment must give Council notice of the absence as soon as reasonably practicable (which may be a time after the absence has started); and must advise the Council of the period, or expected period, of the absence.

(d) An employee who has given his or her employer notice of an absence must, if required by the employer, give Council evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible Community Service Activity.

(e) An employee who is undertaking an eligible Community Service Activity, other than Jury Service, must have at least ten (10) hours off between the conclusion of that activity and the commencement of work with Council and will suffer no loss of pay.

8.13 VOLUNTARY EMERGENCY MANAGEMENT ACTIVITY

(a) Voluntary Emergency Management Activity is not paid except for the following circumstances:

(i) Up to 5 days paid leave at the employee’s base rate of pay per annum for emergency services related activities that are being performed for the following organisations: Tasmania Fire Service (including volunteer fire-fighting services); Tasmania Ambulance Service; State Emergency Service or; other emergency service/organisation nominated by the employee and agreed to by the General Manager.

(b) For the purposes of clause 8.13(a)(i), the employee may be required to provide evidence of membership with that service/organisation.

8.14 JURY SERVICE

(a) If an employee, other than a casual employee, is absent from his or her employment for a period of up to ten (10) working days because of Jury Service; Council must pay the employee at the employee’s Base Rate of Pay for the employee’s Ordinary Hours of work in the period disclosed less the total amount of Jury Service pay that has been paid, or is payable, to the employee, as disclosed.

(b) Council before paying the employee for Jury Service may require the employee to give Council evidence that would satisfy a reasonable person:

(i) that the employee has taken all necessary steps to obtain any amount of Jury Service pay to which the employee is entitled; and

(ii) of the total amount (even if it is a nil amount) of Jury Service pay that has been paid, or is payable, to the employee for the period.

8.15 BLOOD DONATION

Employees may access their accrued personal leave for the purpose of blood donation. The time taken may also include travel to and from the blood donation centre. Leave for this purpose is subject to operational requirements and is to be approved by the employee’s manager/supervisor prior to the activity.

8.16 DEFENCE FORCE RESERVES SPECIAL LEAVE

Leave with ordinary pay in accordance with Council’s Defence Force Reserve Service Leave Policy will be granted to employees.
If necessary, the employer will pay to the employee the difference between the total of wages and allowances paid by the Defence Force Reserves and that normally paid by the employer to assist the employee to maintain their normal income while on approved Defence Force Reserves Special Leave.

8.17 TRAINING AND DEVELOPMENT

Training and development is recognised by the parties as a fundamental element in the process of achieving a productive, competitive, multi-skilled and service orientated organisation.

Corporate training will be determined, and provided by management as required, taking into consideration organisational service delivery requirements and the identified training needs of individual employees.

The individual training needs of employees will generally be determined, and agreed between the employee and the employee’s manager/supervisor, through the Performance Review Process. Additional training needs may be determined, from time to time, outside of the performance review process and will be subject to the authorisation of the relevant Executive Manager and budget allocation.

Council is committed to providing an appropriate level of resources for the training and development of its employees.

When an employee is requested or required to attend training or conferences, travel time will be paid at ordinary rates. Where an employee is not required to attend training or conferences however it has been mutually agreed that they can attend, travel time and accommodation requirements will be negotiated.

8.18 ANNUAL PERFORMANCE APPRAISAL

Employees may be subject to an annual performance appraisal, as part of the Performance Review Process. The performance appraisal shall have regard to the roles performed and will:

(a) relate to the development and utilisation of relevant skills and the achievement of performance objectives and standards, based on the duties outlined in the employee’s position description;

(b) recognise the achievements of excellence in performance and provide feedback on meeting agreed objectives and standards in a spirit of trust and co-operation;

(c) recognise the worth of individuals and ensure both equality of opportunity and the absence of discrimination;

(d) be flexible, adaptable and orientated towards a versatile and dynamic service based organisation.

9. TERMINATION OF EMPLOYMENT AND ASSOCIATED MATTERS

9.1 NOTICE OF TERMINATION

(a) Council or an employee must not terminate an employee’s employment unless they have given the other party written Notice (as specified in the table below) of the day of the termination (which cannot be before the day the Notice is given) or, for the Council, payment in lieu of Notice had the employment continued until the end of the minimum period of Notice.
### Employee’s period of continuous service with Council at the end of the day the Notice is given

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(b) If the employee is over 45 years of age and has completed at least 2 years of continuous service with Council at the end of the day the Notice is given, Council will provide to the employee an additional one (1) weeks’ Notice to that specified above in clause 9.1.(a).

(c) The Council is not required to provide Notice as per clause 9.1.(a) or 9.1.(b) to an employee who is dismissed due to serious misconduct. In this case the employee is entitled only to payment for time worked up to the time of termination.

(d) If an employee fails to give the required Notice, Council may withhold from any monies due to the employee on termination, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of Notice required by this clause less any period of Notice actually given by the employee.

(e) Where Council has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### 9.2 REDUNDANCY

#### 9.2.1 PERIODS OF NOTICE

(a) A period of Notice of 4 weeks or payment in lieu of such period of notice shall apply; and

(b) In addition to 9.2.1(a) employees over 45 years of age at the time of the giving of the Notice with not less than two (2) years continuous service will be entitled to an additional one (1) weeks’ notice or payment in lieu of such period of Notice.

#### 9.2.2 PROCESS

(a) Where Council has made a decision that may result in redeployment or a redundant position, Council will hold discussions with the employee(s) directly affected and with an employee representative if requested by the employee(s). Consultation with the employee(s) and their representative(s) will be undertaken at the earliest opportunity.

(b) Consultation will include the reasons for the proposed redundancies, measures to avoid or minimise the redundancies and measures to mitigate any adverse effects of any redundancies on the employees concerned.
9.3 OUTPLACEMENT SERVICES

An employee, who has been formally notified that they will be made redundant, will be entitled to the provision of an outplacement service to the value of $2,000 subject to the provisions of this Agreement. This service may be taken as time off to attend interviews, training sessions, counselling services or for any other purpose approved by the General Manager provided that the expenses have been incurred as a direct result of the employee attempting to find alternative employment.

This service will only apply for a period of three months from the date of the written notification of redundancy and is not redeemable for cash. Payments will only be made to approved providers and will not be payable for ancillary expenses such as travel, accommodation, food, etc. Once the employee has found alternative employment, entitlements under this clause will cease.

This service is provided as a matter of good faith to assist the employee find alternative employment. Where it is shown that this service is not being used appropriately this service will not apply.

9.4 TRANSMISSION OF BUSINESS

Arrangements in place in the event of a transmission of business shall be held for the duration of any current enterprise agreement, or two (2) years whichever is the greater.

9.4.1 DEFINITION OF BUSINESS

In this clause “business” includes trade, process, business or occupation and includes part of any such business and includes transfer, outsourcing, conveyance, assignment or success whether by agreement or by operation of law.

9.4.2 GENERAL

Where business or part of a business of the Council is transferred by the Council to another employer (the new employer), Council will undertake every reasonable attempt to ensure that the terms and conditions of employment of transferring employees, amount to suitable alternative employment.

Where a transmission of business occurs and an employee becomes a transferring employee:

(a) the continuity of the employment of the transferring employee shall be deemed not to have been broken by the transmission of business; and

(b) the continuous service which the transferring employee has had with the Council shall be deemed to be service of the transferring employee with the new employer; and

(c) notwithstanding the above, where a transmission of business occurs and an employee becomes a transferring employee, if the transferring employee’s service and accrued leave entitlements with the Council are not recognised and accepted by the new employer, then Council shall make the following payments to those transferring employees:

(i) pro-rata long service leave where the transferring employee’s service with the Council is greater than 7 years;

(ii) accrued annual leave entitlements;

Where a transmission of business occurs and an employee being transferred is not offered suitable alternative employment by the new employer, or if the employee is not re-deployed within Council, the redundancy provisions of this Agreement will apply to the employee.
Where a transmission of business occurs and an employee being transferred is offered employment with the new employer, the Council will not pay the employee entitlements under the redundancy clause of this Agreement either where the employee:

(a) becomes a transferring employee; or
(b) chooses not to take up suitable alternative employment with the new employer.

Should Council become the new employer in a Transmission of Business arrangement, Council will undertake every reasonable attempt to ensure that the terms and conditions of employment, including current entitlements of transferring employees to Council are recognised and endeavour to provide suitable alternative employment.

New transferring employees to Council who undertake suitable alternative employment will either:

(a) continue to be employed under their existing agreement with the old employer until the expiry of that existing agreement, or
(b) transferred to Waratah-Wynyard Council’s Enterprise Agreement upon the transmission of business.

Whichever the employee is better off overall.

9.5 REDUNDANCY PAY

Severance pay calculated on the basis of: three (3) weeks’ pay for each completed year of continuous service or part thereof. Provided that if the payment under the NES is greater, the NES payment will apply; For employees who commenced employment with Council after 1 January 1988 severance payment of three (3) weeks’ pay for each completed year of service up to a maximum of 48 weeks.

(a) A payment will be made for the loss of motor vehicle use by including in the calculation of an employee’s pay for the purpose of this clause an amount calculated in accordance with the following formula:

Full Private Use

(Purchase price x 0.27) + $3,500.00 from which may be deducted any annual payment made by the employee with respect to the motor vehicle as agreed between the Council and the employee.

Limited Private Use

80% of (Purchase price x 0.27) + $3,500.00 from which may be deducted any payment made by the employee with respect to the motor vehicle as agreed between the Council and the employee.

Limited private use does not include provision of a motor vehicle to travel to and from work.

(b) For the avoidance of doubt, the requirement to pay Redundancy Pay does not apply to:

(i) an employee employed for a specified period of time or for a specified task;
(ii) an employee serving a period of probation;
(iii) an employee whose employment is terminated because of serious misconduct;
(iv) a casual employee;
(vi) a seasonal employee;
(vii) a trainee to whom a training arrangement applies; or
(viii) an apprentice.
9.6 REDEPLOYMENT

Council will determine whether the employee can be redeployed to a position which constitutes reasonable alternative employment. Where Council is able to identify reasonable alternate employment options the employee may be redeployed to that position. Where a redeployment opportunity exists, this will be offered to the employee subject to:

- The employee having the necessary skills and experience in order to be able to fulfil the duties of the position, or be capable of being re-trained within a reasonable period of time in order to be able to fulfil the duties of the position;
- The offer of redeployment being fair and reasonable taking account of the employee’s qualifications, skills, and experience.

(a) In this eventuality, an employee will be given fourteen (14) consecutive days to consider the offer.

(b) An employee may use the Dispute Resolution Procedures within this Agreement if he or she does not consider that an offer of redeployment constitutes “reasonable alternative employment”. If it is agreed, or determined, that the offer did not constitute “reasonable alternative employment”, he or she will have the right to a redundancy package in accordance with clause 9.5 of this Agreement.

(c) Redeployment will only occur after proper consultation with the employee. The Council will not require the employee to take up redeployment which is not fair and reasonable.

(d) An employee who is redeployed into another position continues their employment with Council and there is therefore no entitlement to any redundancy payments under this Agreement.

(e) Where there is no suitable position available into which the employee can be redeployed, then the employee will be made redundant in accordance with the provisions of this Agreement.

(f) If an employee refuses redeployment to a position that constitutes reasonable alternative employment the employee:
   (i) is not entitled to a redundancy payment under clause 9.5 of this Agreement; and
   (ii) will be regarded as having resigned and there will be no entitlement to any redundancy payments or to outplacement services under this Agreement.

(g) Where an employee disputes the determination of an offer as fair and reasonable redeployment, the matter may be addressed through the Grievance and Dispute Resolution procedures contained in this Agreement.

(h) Where an employee is redeployed to a position of a lower classification than his/her former (redundant) position, the Council will maintain the employee’s existing base rate of pay for a period of 12 months.

(i) Where an employee is redeployed into another position this will be on a trial basis for a period of three (3) months from the date of commencement in the new position. If it is considered within this time that the redeployment is not fair and reasonable for either party, the General Manager may determine that the employee will be made redundant in accordance with this Agreement.

(j) If an employee is made redundant during or at the end of this three (3) month period, any remuneration paid to the employee during this period will be deducted from the employee’s redundancy package, less the amount which the employee would have been entitled as payment in lieu of notice.
Where redeployment options are identified which would require the employee to accept lesser pay than their existing position (i.e. not reasonable alternate employment) the employee may accept the position with the following conditions:

(i) A redeployed employee will be entitled to all rostered days off, annual leave, personal leave and long service leave and other leave entitlements or accumulated time which have accrued.

(ii) Payment for the loss of a motor vehicle provided that the motor vehicle is considered part of the employee’s salary will be made in accordance with the following formula:

**Full Private Use**

(Purchase price x 0.27) + $3,500.00 from which may be deducted any annual payment made by the employee with respect to the motor vehicle as agreed between the Council and the employee.

**Limited Private Use**

80% of (Purchase price x 0.27) + $3,500.00 from which may be deducted any payment made by the employee with respect to the motor vehicle as agreed between the Council and the employee.

*Limited private use does not include provision of a motor vehicle to travel to and from work.*

(iii) Provided that these payments shall be determined by dividing these amounts by fifty two (52) and adding the payment to an employee’s weekly rate of pay for the purposes of determining the payment to be made above.

(iv) If the employee has had five (5) or more years’ continuous service at the date of retrenchment and is not entitled to payment of Long Service Leave in accordance with the Local Government (Building and Miscellaneous Provisions) Act 1993, payment of the pro-rata long service leave will be made.

(v) The employee is not entitled to a redundancy payment under clause 9.5 of this Agreement.

**9.7 RIGHT OF ENTRY AND ACCESS**

Union right of entry is as per the conditions of the Fair Work Act 2009, however an official of the Union may enter the employer’s premises, on less than twenty four (24) hours’ notice where the reason for entry is a bona fide dispute notified to the company through the Settlement of Dispute’s Clause of this Agreement.

Union officials will not unduly hinder the productivity of the workplace.

However, nothing in this clause provides an official of the union with a right to enter premises contrary to section 194(f) or (g) of the Fair Work Act 2009.

**9.8 WORKPLACE DELEGATES**

Waratah-Wynyard Council will recognise workplace delegates who are authorised by the unions and undertakes to allow such delegates to perform their role without any discrimination in respect of their employment.

The Council acknowledges that delegates represent and speak on behalf of union members in the workplace, and have the right to engage in collective negotiations with the employer on behalf of members. The union delegate shall have the right to reasonable time to prepare for,
attend and participate in dispute resolution proceedings and collective bargaining meetings and proceedings on behalf of those they represent in paid time.

Council will advise each new employee of the unions that have coverage within Waratah-Wynyard Council and will inform them of payroll deductions for union dues at the time of induction.

Waratah-Wynyard Council recognises the involvement of workplace delegates, and provides a maximum of five (5) days per delegate each calendar year for the purposes of activities as outlined below. Any variation to this arrangement is to be approved by the General Manager.

Workplace Delegate Leave is provided each calendar year and is non-cumulative.

Approved Workplace Delegate Leave, with approval from the Union and upon application in writing to Council, is to be used to:

- represent members in bargaining;
- represent the interests of members to the Council and industrial tribunals;
- consult with union members for whom the union is a bargaining representative;
- attend union education;
- attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
- attend union annual Delegates Conference.

(a) To avoid the employee being disadvantaged, where practicable, the Council will offer the employee additional shifts equal to the leave accessed for the purposes specific to the attendance of union matters.

(b) The application to the Council must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days’ notice of the proposed training.

(c) The granting of leave pursuant to this clause shall be subject to the Council being able to make adequate staffing arrangements amongst current employees during the period of such leave.

(d) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.

(e) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.

(f) An employee may be required to satisfy the Council of attendance at the course to qualify for payment of leave.

(g) The Council will give delegates reasonable access to telephone, facsimile, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union. A lockable cabinet will also be provided.

(h) The Council will provide access to a notice board in a prominent location in the workplace on which delegates may place notices relevant to union activities.
10. RESERVED MATTERS

10.1 RECOGNITION OF PERSONAL LEAVE

A recognition scheme of employees personal leave entitlements will be revisited as part of the JCC process during the life of the Agreement.

10.2 REVIEW OF CLASSIFICATION STRUCTURE

A review of the classification structure, which may include opportunities for progression, will be undertaken during the life of the Agreement and is to be commenced within the first 6 months of the Agreement.

10.3 REVIEW OF ON-CALL ARRANGEMENTS

A review of the on-call arrangements will be undertaken during the life of the Agreement and is to be commenced prior to 31 December 2015.
11. RATES OF PAY

Schedule 1 (CLAUSE – 6 REMUNERATION)

THE MUNICIPAL OFFICERS (TASMANIA) AWARD, 1970

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**CSW LEVEL 5A**

**ASSISTANT DIRECTOR LEVEL 1**

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**DIRECTOR LEVEL 1**

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12. ACCEPTANCE OF AGREEMENT

SIGNATORIES
FOR WARATAH-WYNYARD COUNCIL
Mr Michael Stretton
General Manager Signature
Waratah-Wynyard Council
21 Saunders Street
Wynyard TAS 7325
Date

FOR THE AUSTRALIAN SERVICES UNION
Richard Duffy
Secretary
Australia Services Union
Address
Date

FOR THE EMPLOYEES
Ashley McDougall
Signature
Address
Date

Shane Whiteley
Signature
Address
Date

John Richardson
Signature
Address
Date

Amanda Davison
Signature
Address
Date

Learne Cumming
Signature
Address
Date

Brendon Hicks
Signature
Address
Date

Wynyard
83072015
160 Tollymore Rd
22715
69 George St
17715