

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/203

**TITLE:** Parramatta City Council 2004 Enterprise Agreement

**I.R.C. NO:** IRC4/2487

**DATE APPROVED/COMMENCEMENT:** 10 May 2004

**TERM:** 36 Months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA97/66

**GAZETTAL REFERENCE:** 30 July 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of Parramatta City Council located at 30 Darcy Street Parramatta NSW 2150 who fall within the coverage of the Local Government (State) Award 2001

**PARTIES:** Parramatta City 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

# PARRAMATTA CITY COUNCIL 2004 ENTERPRISE AGREEMENT

This Agreement will be known as the Parramatta City Council Agreement 2004.

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## 2. Intent

- 2.1. The parties acknowledge that Parramatta City Council (PCC) is measured on its performance. Performance includes meeting the needs of ratepayers and residents, being responsive to the interest of its community and other stakeholders, ensuring employees are productive and working in a safe environment. These make up the basic fundamentals of being a competitive business.
- 2.2. It is recognised that PCC is faced with many challenges. To ensure a successful future and security of employment for its workforce, PCC must be prepared and organised to face these challenges. PCC cannot afford to stand still while things around it are changing and must be flexible enough to cope with changes. The drivers for change include:

The need to maintain and improve the PCC's position in a competitive environment

The need to grow the business through developing employees and their skills

The delivery of quality services to a standard that meets the needs and expectations of our rate payers and residents

It is also essential to minimise operating costs of Council.

- 2.3. This agreement builds on commitments made in earlier Enterprise Agreements and will assist PCC to achieve the intent of this Agreement.

### **3. Scope of Agreement and Parties Bound**

- 3.1. The Agreement will be binding on all employees of PCC whose conditions of employment are regulated by the Local Government (State) Award 2001 (the Award)
- 3.2. Union means either the New South Wales Local Government Clerical, Administration, Energy, Airlines, and Utilities Union trading as The United Services Union; the Local Government Engineers' Association of New South Wales or the Development and Environmental Professional Association of New South Wales.
- 3.3. The parties declare that this Agreement was not entered into under duress by any party to it.

### **4. New Employees**

- 4.1. The parties agree that any new employee who is engaged by Council during the term of this Agreement will become a party to the Agreement. The new employee shall, as from the date of becoming a party, be entitled to all benefits and be bound by all obligations under this Agreement
- 4.2. The parties agree that a representative of the Unions party to this agreement will have the opportunity to make a presentation to induction training for new employees.

### **5. Period of Operation**

- 5.1. This agreement will operate from the date of registration and remain in place for 3 years from date of registration.

### **6. Relationship With Other Awards/Agreements**

- 6.1. This agreement will be read and interpreted in conjunction with the Award. This agreement will prevail to the extent of any inconsistency between the Award and the Agreement.

### **7. Productivity Model**

- 7.1. The Council acknowledges that its employees are its most valuable assets, and in addition to Award requirements, the parties to this agreement undertake to develop a productivity model that will satisfactorily reward participants achieving demonstrated real productivity gains and savings measured against agreed benchmarks.
- 7.2. The parties agree that PCC can achieve its objective of organisational efficiency and competitiveness through the continual implementation of better ways of working and the continuing development of performance measures and benchmarks
- 7.3. The parties to this agreement undertake to develop a productivity model that will satisfactorily reward participants achieving demonstrated real productivity gains and savings measured against agreed benchmarks incorporating quality, quantity and cost.
- 7.4. A working party comprised of representatives of parties to this agreement shall be formed within 3 months of registration of this agreement with the objective of formulating and implementing an agreed productivity model within the further 3 months.
- 7.5. The parties further agree that the Productivity Model discussed and evaluated at the Enterprise Agreement Workshop 24 October and 4 December 2002 will be the starting point for these deliberations.

## **8. Job Security**

- 8.1. Job security will result from PCC being a successful business. To be successful PCC will need to meet and exceed customer expectations, be innovative in our delivery of services and be competitive in the quality and pricing of the services we deliver.
- 8.2. If there is a need to reduce staff as a result of continuing change and the further development of PCC as a successful business, PCC is committed to redeployment, retraining and voluntary redundancy where possible.
- 8.3. During the period of the agreement it is possible that workplace change may occur.
- 8.4. As part of workplace change, some positions may be re-evaluated in terms of band and level, or may be identified as surplus to requirements.
- 8.5. Parties agree that the Restructuring, Redundancy and Redeployment Policy shall be the instrument used.

## **9. Relationship Management**

- 9.1. The parties commit to working together to improve relationships between PCC, the Unions and employees.
- 9.2. To this end the General Manager will be available on request for informal quarterly briefings.
- 9.3. During the life of this agreement there will also be a focus on improving the relationship with customers, consumers and other stakeholders. Our efforts must be focused on providing excellent customer service, building trust, listening and communicating with all stakeholders.

## **10. Occupational Health, Safety and Risk**

- 10.1. All parties to this agreement are committed to ensuring safety in the workplace and that safe systems of work are implemented and adhered to by individual employees and contractors. We are also committed to timely and effective rehabilitation of injured employees.
- 10.2. During the term of this agreement, the parties are also committed to deliver Council's three year strategic Safety Plan.
- 10.3. Safety Representatives elected in terms of the *Occupational Health & Safety Act 2000* will be supported by managers in all aspects of dealing with safety.
- 10.4. Employees and their Unions will support and implement all systems designed to reduce injury outcomes.

## **11. Workplace Agreements**

- 11.1. By agreement between the parties, different conditions of employment to those set out in the Award may be introduced in particular work areas provided that

Management discusses the proposals with Union representatives and the employee/s affected at the business level

Employees must not be disadvantaged when the different arrangements are compared against the existing work arrangements/Award conditions when viewed as a whole

The majority of the employees affected by the arrangement(s) after taking all views into consideration and the Union agrees.

The parties commit that these conditions of employment will be incorporated as Variations to the Agreement.

## **12. Employment Relationship**

- 12.1 The parties agree that within three months of this agreement taking effect, all casual employees with greater than twelve months service and a regular work pattern will:

Be offered permanent full or part time employment

Have their entitlements adjusted to reflect continuous casual service provided that there is not greater than two months between engagement

Casual employees who do not take up the offer of employment will be engaged on a day by day basis. Where these positions have been identified as genuine permanent positions then the positions will be advertised. These casual employees will receive new contracts of employment offers which will specify that the casual loading applies to all leave as defined in the award including long service leave.

## **13. Staff Communication**

- 13.1 All parties agree that two-way communication is critical if Council is to become fully effective and responsive to customer needs.

- 13.2 Purposes:

i) To inform staff of organisation issues/ decisions that affect them. For instance, customer needs; individual, group and organisation performance; vision and values; meeting minutes, management newsletters on important issues, Plain English publication of budgetary and strategic changes, timely communication of Departmental changes and areas of responsibilities, etc.

ii) To involve in decision making by gaining input to the decision making process at various stages. This may involve :

the identification of problems or opportunities for improvement;

the provision of relevant data or information

developing solutions;

implementation, or

evaluation,

- 13.3 Processes/ Strategies:

i) For communicating information, "team briefings" will be the primary strategy. This will be supplemented by noticeboards, electronic mail, newsletter, and in special cases direct mail to a person's workplace or home address. The choice of method will depend upon timeliness and the nature of information being conveyed.

ii) The parties promote open communication/consultation within many formal structures such as the Consultative Committee and less formal processes such as team meetings and project teams. These provide the opportunity for employees to influence decision making.

iii) This Agreement recognises the rights of the Unions to communicate with and represent the interests of their members, including organised meetings, up to eight (8) paid hours per annum, if required.

iv) A copy of this agreement will be placed in the Human Resources Policies and Procedures Manual. (See attached distribution list for locations of manuals)

## **14. Work Teams**

### 14.1 Functional and Cross Functional Work Teams

- i) All parties recognise that teamwork is a key to introducing productivity improvements in the future.
- ii) This will result in employees working in both functional and cross-functional Project Teams from time to time.
- iii) Functional teams are defined as teams formed from within the same area, whereas cross-functional teams involve employees from different areas, formed to address a specific or particular issue.

### 14.2 Empowered Work Teams

- i) All parties are committed to the concept of empowered work teams as a means of increasing employee job satisfaction and productivity.
- ii) The concept aims to empower work teams to make operational decisions which affect their day-to-day work providing improved service to their customers (except where there is a policy or budget implication) without the necessity to refer to a higher level of authority.
- iii) It is recognised that the introduction of this concept will have a significant impact on the role of jobs and will aim at increasing empowerment. It will also result in the need for increased levels of flexibility of staff to perform a range of duties at various levels of skill and responsibility.
- iv) Training will be provided to give employees a greater understanding of the operation of teams and the roles that people play.

## **15. Staff Training and Development**

15.1 All parties are committed to the training and development of staff to enhance their career paths to enable increased productivity and effectiveness. In addition, it is aimed at creating a learning environment together with an improved quality of working life for employees of Parramatta City Council.

15.2 The principal focus of training during the term of this agreement will be on:

On-the-job training and coaching

Basic job skills development

Health and Safety

Service Quality

15.3 In addition, there will be greater emphasis to develop skills of employees consistent with Award Provisions. Consultation will be ongoing with management to ensure that staff training and development is congruent with :

Individual performance objectives

The team goals and needs

The management plan

PCC mission and value

- 15.4 The basis for selection will be in accordance with Parramatta City Council's Training Plan.
- 15.5 As a means for ensuring staff have access to training and development opportunities, a more flexible approach will be taken in scheduling structured training programs. From time to time, these will be conducted outside ordinary hours, for example, on a Saturday, and subject to individual employees agreeing to attend, they will be either paid at ordinary rates of pay or be granted time in lieu.
- 15.6 Staff unable to attend training outside normal working hours will not be disadvantaged.
- 15.7 Council will provide child care or reimburse reasonable child care expenses incurred for employees with family responsibilities who would be unable to attend such training without child care arrangements.

## 16. Leave

### 16.1 Sick Leave

- i) All employees shall be entitled to 15 days sick leave on full pay subject to the following conditions :-
- a) That the Council is satisfied that the sickness is such that it justifies time off and
  - b) That the illness or injury does not arise from engaging in other employment and
  - c) That proof of illness to justify payment may be required by the immediate supervisor after 2 days absence or after 4 separate periods (min. 1/2day) in each service year. Where payment is justified and no Doctor's Certificate is available, the immediate supervisor may authorise payment.
- ii) 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 without reduction of sick leave prescribed in respect to that year. This Agreement is made without prejudice to any accrued rights by any employee respecting sick leave up to and including the date of the Agreement. For eligible employees, payments for untaken sick leave on termination of employment does not apply to any sick leave accruing from service after 15 February 1993.

### 16.2 Special Leave With Pay

- i) War caused disabilities

An employee who attends for medical visits due to war caused disabilities accepted by the Repatriation Department shall be entitled to leave of absence.

- ii) Natural disaster – voluntary organisation members

In the event of a natural disaster, special leave shall be granted to employees involved in a voluntary organisation covered by the State Disaster Plan, such as State Emergency Service, Voluntary Bushfire Brigade and similar organisations.

- iii) Natural disaster – payment

Special Leave shall be granted to employees who, after genuine attempts, are prevented from attending their normal place of work as a result of a natural disaster or accident, provided that satisfactory proof of the event(s) can be provided.

### 16.3 Military Leave

- i) The Council grant to those employees, who are members of the General Reserve, four (4) weeks Special Leave per annum in respect of annual training and/or attendance at a school, class or course of instruction upon production of a training notice.

- ii) The Council will make up the difference (if any) between the member's service pay and the member's salary or wages.

#### 16.4 Grant Days

- i) The parties agree that the Council offices will remain open during the Christmas and New Year period.
- ii) All employees shall in addition to their normal annual holidays, whether granted or pursuant to an Award, Enterprise Agreement or contract of employment, be entitled to three (3) days on full pay between Boxing Day and New Years Day each year.
- iii) Employees who are on leave or who are required to work during this period shall be entitled to receive the extra three days as an addition to their normal annual holidays.
- iv) Employees shall be allowed to cease work at 12:30pm to attend the Staff Christmas Party, so long as skeleton staff as directed by Divisional Managers remain, thereby providing a service to ratepayers. Staff who remain to provide this service shall be granted "time in lieu" at a mutually convenient date.

#### 16.5 Parental Leave

(Including Maternity, Adoption, Partner & Combined Parenting Leave)

##### 16.5.1 General Conditions

- i) For the purpose of this Clause, an employee includes full time and part time employees and eligible casual employees. Parental leave can only be approved, provided that the employee has had not less than twelve months continuous service with Council immediately preceding the date upon which the employee proceeds upon such leave.
- ii) Council will grant nine weeks fully paid maternity leave/adoption leave as part of a total parental leave entitlement of 9 weeks paid and up to 43 weeks unpaid provided that the employee has at least 12 months full-time continuous service with Council or 18 weeks on half pay with up to 34 weeks unpaid. In relation to part-time and casual employees, their entitlement is determined based on their hours of work compared to the comparable full-time employee. Apart from that entitlement to paid leave, maternity leave, adoption and partner leave shall mean unpaid leave referred to as Parental Leave. For the purpose of this Clause, paid leave refers to the employee's substantive rate of pay.
- iii) For the purposes of this Clause, parental leave is unpaid maternity leave, paternity leave or adoption leave.
- iv) Where an employee does not have twelve months continuous service, Council will consider leave without pay subject to operational requirements.

##### 16.5.2 Eligibility for Maternity Leave

- i) Subject to the provisions of this clause, an employee who becomes pregnant shall, upon production to Council of a certificate from a duly qualified medical practitioner stating the presumed date of the confinement, be entitled to maternity leave.

##### 16.5.3 Period of Maternity Leave and Commencement of Maternity Leave

- i) An employee shall, not less than ten weeks prior to the presumed date of confinement, give notice in writing to Council stating the presumed date of confinement.



- ii) An employee shall not give less than four weeks notice in writing to Council of the date upon which they propose to commence maternity leave stating the period of leave to be taken.
- iii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph i) such failure is occasioned by the confinement occurring earlier than the presumed date

16.5.4 Transfer to a Safe Job during Pregnancy

- i) Where in the opinion of a duly qualified medical practitioner, illness or risk arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue their present work, the employee shall, if practicable, be transferred to a safe job at their substantive rate of pay and on the conditions attaching to that job until commencement of maternity leave.
- ii) If transfer to a safe job is not practicable, the employee may, or Council may require the employee to take any available sick leave or grant the employee Parental Leave for such period as certified necessary by a duly qualified medical practitioner. Such leave shall be treated as for purpose of sub clauses 16.5.5.
- iii) In some circumstances, Council will in conjunction with the employee temporarily adjust the employee's hours of work.

16.5.5 Special Maternity Leave and Sick Leave

- i) Where the pregnancy of an employee not then on maternity leave terminates other than by the birth of a living child then:
  - a) The employee shall be entitled to 9 weeks paid parental leave and such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before their return to work. The employee can elect to take 18 weeks paid parental leave at half pay.
  - b) For illness other than the normal consequences of confinement the employee shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which the employee is then entitled and which a duly qualified medical practitioner certifies as necessary before their return to work, provided that the aggregate of paid sick leave, special maternity leave shall not exceed 52 weeks.
- ii) For the purpose of sub clauses 16.5.10 and 16.5.13 maternity leave shall include special maternity leave.
- iii) An employee returning to work after the completion of a period of leave taken pursuant to this sub clause shall be entitled to the position which they held immediately before proceeding on such leave or in the case of an employee who was transferred to a safe job pursuant to sub clauses 16.5.4 to the position they held immediately before such transfer
- iv) Where such position no longer exists but there is another position available, for which the employee is qualified, it shall be the right of the employee to resume work at a time nominated by writing by the employee to Council that they desire to resume work

16.5.6 Cancellation of Maternity Leave

- i) Maternity, applied for but not commenced shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by writing by the employee to Council that they desire to resume work.

16.5.7 Eligibility for Adoption Leave

- i) For the purpose of adoption leave: +
  - a) “Child” refers to a person under the age of eighteen years who has not previously continuously with the employee concerned for a period of six months or who is not a child or step child of the employee or of his/her partner
  - b) “Relative Adoption” occurs where a child, as defined, is adopted by a parent, a partner of a parent or other relative being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage)
- ii) An employee
  - a) Who adopts a child or who, having been approved for adoption by the appropriate Government authority, proposes to travel overseas for the purpose of taking custody of a child shall, subject to the provisions of sub clause (iii), be entitled to adoption leave in accordance with this clause.
  - b) Who is the partner of de facto partner of an adopting parent shall, subject to the provisions of sub clause 16.7.2(c), be entitled to adoption leave in accordance with this clause.
  - c) Will only be entitled to adoption leave, in accordance with this clause, where the employee has provided to Council:
    - I. A statement from the adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
    - II. A statement from the appropriate Government authority confirming that the employee is to have custody of the child pending application for an adoption order; and
    - III. In the case of an employee whose entitlement arises from paragraph (b), a signed statement from the employee that she/he is the partner or defacto partner of the adopting parent

16.5.8 Period of Adoption Leave and Commencement of Adoption Leave

- i) The total period of adoption leave in respect of each adoption child shall be up to 52 weeks, consisting of one or two unbroken periods (or more periods by agreement with Council) of from 6 to 52 weeks each; between the commencement date nominated by the employee and the date that the child attains the age of five years, or two years after the commencement date, whichever is earlier.

- ii) Upon receiving notice of approval for adoption purposes from the appropriate Government authority, the employee shall notify Council of such approval and within two months thereof further notify Council of the period of adoption leave the employee proposes to take. In the cases of relative adoption, the employee shall notify s foresaid within seven days of deciding to take a child into custody pending and application for an adoption order
- iii) An employee who commences employment with Council after the date of the employee's approval for adoption purposes shall notify Council thereof upon commencing employment and of the period of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than twelve months continuous service with Council immediately preceding the date upon which the leave commences.
- iv) An employee shall, as soon as the employee is aware of the presumed date of place of child for adoption purposes, but not later than fourteen days before such placement, give notice in writing to Council of such date and of the date upon which the employee intends to commence adoption leave to be taken.
- v) An employee shall be entitled to commence adoption leave on the nominated date.
- vi) An employee shall not be in breach of this clause, either as a consequence of failure to give the stipulated period of notice or if the employee changes the date upon which Council intends to commence adoption leave as provided in sub clause iv), where the child becomes available for placement upon a date earlier then the presumed date of placement.

#### 16.5.9 Cancellation of Adoption Leave

- i) Adoption leave, applied for by not commenced, shall be cancelled should the placement of the child not proceed.
- ii) Where the Adoption does not proceed, it shall be the right of the employee to resume work at a time mutually agree with Council

#### 16.5.10 Parental/Adoption Leave and other Leave Entitlements

- i) Provided the aggregate of leave, including leave taken under this sub clause, does not exceed 52 weeks, an employee may (in lieu of or in conjunction with parental/adoption leave), take any annual leave or long service leave or any part thereof to which they are entitled.
- ii) Paid sick leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to an employee during their absence on parental/adoption leave

#### 16.5.11 Effect of parental/Adoption Leave on Employment

- i) Absence on parental/adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of this agreement.

#### 16.5.12 Employee and Council may Agree to Interruption of parental/Adoption Leave

- i) When an employee give at least fourteen days notice in writing of their intention to do so, any period of Parental/adoption leave may with the agreement of Council be shortened or lengthened; provided this is done once only within the total period of parental/adoption leave and does not extend that total period beyond 52 weeks.

- 16.5.13 Termination of Employment during Parental/Adoption Leave
- i) An employee on parental/adoption leave may terminate their employment at any time during the period of leave by notice in writing given in accordance with this agreement
  - ii) Council shall not terminate the employment of an employee on the grounds of their pregnancy/adoption or of their absence on parental/adoption leave, but otherwise the rights of Council in relation to termination of employment are not hereby affected
- 16.5.14 Return to Work after Parental/Adoption Leave
- i) An employee shall confirm their intention of returning to work by notice in writing to Council given not less than eight weeks prior to the period of parental/adoption leave.
  - ii) An employee, upon the expiration of the notice required by paragraph i), shall be entitled to the position which they held immediately before proceeding on parental adoption leave or in the case of an employee who was transferred to a safe job pursuant to subclause (v), to a position which they held immediately before the transfer. Where such a position no longer exists but there are other positions available for which the employee is qualified and the duties of which they are capable of performing, the employee shall be entitled to a position as nearly comparable in status and salary to that of their former position.
  - iii) Where an employee applies to Council at least eight weeks prior to the expiration of parental/adoption leave and where Council agrees, an employee may return to work on the basis of short working hours than those which they worked immediately prior to commencement of parental/adoption leave. In these circumstances, right of return to the position they held immediately before proceeding on parental leave may not be possible due to operational requirements. Council undertakes to find a comparable position within the organisation. In some cases, it will be necessary for Council to fill the full-time position.
- 16.5.15 Replacement Employees
- i) A replacement employee is an employee specifically engaged as a result of a permanent employee proceeding on parental/adoption leave to fill the job vacated by the permanent employee proceeding on parental/adoption leave.
  - ii) Before an employee is engaged as a replacement under this sub clause, Council shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced
  - iii) Before Council engages a person to replace the employee in the sub clause i), the person will be informed that their employment will terminate when the employee exercises their right of return under this clause.
- 16.5.16 Eligibility for Partner Leave
- i) An employee who is the spouse or partner or defacto partner of the parent of a newly born shall be entitled to partner leave under the same conditions as those which apply to parental/adoption leave for an employee, subject to provisions hereunder.

- ii) An employee who wishes to apply for partner leave shall, not less than ten weeks prior to the presumed date of birth/adoption of the child give notice in writing to Council stating the presumed date of birth/adoption and shall provide to Council:
  - a) In the case of a birth, a signed statement, stating that they expect to become the parent of a child or that their partner, defacto partner is pregnant; and
  - b) A certificate from a duly qualified medical practitioner stating the presumed date of birth of the child,
  - c) In the case of an adoption, a signed statement, stating that their spouse partner, de facto partner are expecting to adopt a child
- iii) Partner leave applied for but not commenced, shall be cancelled when the pregnancy of the mother of the child referred to in sub clause 16.16.2 terminates after 28 weeks other than by the birth of a living child, provided that the employee shall on written application to Council be entitled to an additional four weeks unpaid leave in order to support the mother.

16.5.17 Combined Parenting Leave

- i) Where two employees of Council are each eligible for maternity, adoption or partner leave in respect of the same child, then notwithstanding all the subclauses described above of this Clause, the following shall apply:
  - a) The employees shall be entitled to a total of 52 weeks only of maternity, partner and adoption leave between them in respect of that child; and
  - b) The two employees shall be entitled to take leave concurrently (ie at the same time) for a maximum period of 26 weeks only in respect of that child.

**17. Mobile Phone Allocation**

- 17.1 Any employee On Call will be provided with a mobile phone.
- 17.2 All Safety Representatives will be provided with a mobile phone.
- 17.3 Union Delegates

**18. Clothing**

- 18.1 An initial set of suitable protective clothing will be provided to any staff member who performs duties where protective clothing is required. These will be replaced on a needs basis, following the supervisor's approval in accordance with Council's Protective Clothing Policy contained in the Human Resources Policy and Procedure Manual. The initial set of suitable protective clothing will contain, five shirts, three trousers, three shorts, two sweater, one pair of safety footwear, one jacket and one hat.
- 18.2 This clothing is to be retained by the employee upon resignation or retirement subject to any protective clothing bearing the Council's emblem being shown to the appropriate officer of Council to ensure that the emblem has been removed prior to it being permanently retained.
- 18.3 CORPORATE UNIFORM POLICY

Council will develop and implement a Corporate Uniform Policy.

## **19. Flexible Hours of Work**

- 19.1 Agreed Flexible Working Arrangements Policies are to be developed to cover all employees to ensure desirable service levels are maintained or improved. The policies will be contained in the Human Resources Policies and Procedures Manual.
- 19.2 The operation of the Policies will be monitored by Management and the Consultative Committee and if necessary, amendments made to the policy as agreed by managers and their employees, either during the life of this Agreement, or when the Agreement is reviewed.
- 19.3 Flexi days – Where an employee and their Manager agree to change the employee's nominated flex day, the employee would be entitled to defer to the day to a mutually agreed day at ordinary pay.

## **20. Rostered Days Off**

- 20.1 The following arrangements apply where employees are rostered to work their ordinary hours of work ie. Outdoor, Rangers and applies where a fixed and scheduled roster day off has been agreed. The following arrangements do not apply to Flexible Hours of Work.
- 20.2 Where prior agreement has been reached between an employee and the Supervisor requires the employee to work on that Rostered Day Off (RDO), the employee shall have the option to:-
  - i) Receive overtime payment for the hours worked in accordance with the Award provisions
  - ii) Take a Roster day at a time which suits operational requirements. There will be no additional payment where an employee elects to take this option.
- 20.3 If an employee is on an RDO and is called upon to work, the employee will receive payment in accordance with Clause 16A (iv) of the Award.
- 20.4 The parties agree to review the nineteen day month for outdoor employees within six months of registration of the Agreement.

## **21. Delegates Rights**

- 21.1 Employees elected as a union delegate will, upon provision of written proof of the election to Council by the Union, be recognised as an accredited representative of the Union.
- 21.2 They will be allowed all reasonable time during working hours to submit to the Council matters affecting the employees they represent. Such representations, where practicable be arranged for times which are convenient to both parties. Managers will not unreasonably withhold permission for delegates to attend bona fide matters or issues affecting the legitimate industrial interests of the members they are elected to represent. In the same spirit, accredited delegates should observe the above procedures and recognise the need to balance their absence from the job on Union business with the requirement for acceptable work performance.
- 21.3 Before delegates move away from their immediate work location to commence work on Union business, they must first inform their immediate Supervisor.
- 21.4 Where the Delegate wishes to meet with Council's employee's and this will take the employee's away from their immediate work location, the employee's are required to seek approval from their immediate Supervisor before making such an arrangement. Such approval shall not unreasonably be withheld. In the case of outdoor employees this shall mean their Overseer.
- 21.5 Prior to leaving the immediate work location, delegates must provide to their Immediate Supervisor information regarding the purpose for their departure, the estimated time of absence and telephone contact if practicable.

## **22. Technological Change**

- 22.1 During the term of this agreement, Council intends to undertake a major redevelopment of its technological capacity. This may create the need to redesign positions, change work methods and/or require that employees will need to acquire different workplace skills.
- 22.2 Council commits to consulting with employee's and Unions at all stages of this transition process.
- 22.3 Council is committed to ensuring that employees involved in technological change are provided with the necessary training and development so that they have the opportunity to attain and use the skills, knowledge and experience to meet the technological capability.
- 22.4 Whilst Council will be taking all reasonable steps to ensure that an employee makes the transition, it may be necessary to assign the employee tasks, responsibilities and other training opportunities in accordance with Council's Redeployment Policy.

## **23. Future Vacancies**

- 23.1 This Clause will take effect from date of registration of this agreement.
- 23.2 In line with Council's philosophy of constantly reviewing work practices to enhance productivity, any future vacancy caused through resignation, promotion, etc. will be examined by the Unit Manager before a replacement is approved.
- 23.3 A genuine attempt must be made by the Unit Manager to replace the position within 4 weeks of the position becoming vacant or if there is a delay, the Consultative Committee will be advised.
- 23.4 If it is decided by the Unit Manager not to find a replacement, then the Unit Manager must put in writing the reasons for not filling the position and forward this to the Consultative Committee, the Union and the staff in the relevant work area within the 2 weeks of the position becoming vacant.
- 23.5 A decision to not fill a vacant position made vacant by resignation, retirement or other reason, does not constitute a redundancy under the provisions of Award Clause 31. Redundancy provisions only apply to positions with a substantive incumbent at the time the position is declared redundant.

## **24. Direct Appointment**

- 24.1 The parties agree that in certain circumstances, appointments may be made to positions without resort to the standard recruitment process.
- 24.2 Direct appointments may be considered an option when all of the following conditions apply:
  - i) Where an employee was engaged through a competitive selection process.
  - ii) Where an employee is considered suitable on the basis of merit and performance for appointment for the position
  - iii) As a result of restructuring/reorganisation and the position to which appointment is made is not significantly different. The process for direct appointment, which is a result of reorganisation, should be raised with the relevant Unions during the consultative procedures. If as a result or reorganisation, there are more employees than positions available, then the normal competitive selection process will occur
  - iv) The main tasks and responsibilities of a position are enlarged and the position is re-evaluated to a higher level to reflect this change and regular performance reviews conducted confirm that the incumbent has performed well in this role
  - v) Appointment is made to a position from an existing eligibility list recommended at the time of the interview

- vi) Where a permanent employee has been acting in a position for a considerable length of time (ie: 6-12 months) and performance is supported via a performance management system
- vii) Where a temporary employee has entered the organisation by ways of competitive assessment, occupies a position for a considerable length of time (ie 6-12 months) and a decision is made that the position should be filled on a permanent basis. Performance in this role must be supported via performance assessment

24.3 Direct appointments will not occur in the following circumstances:

- i) Where a competitive field of applicants could reasonably be expected to apply for the position; or
- ii) For positions that provide promotional opportunities and/or a career path for internal employees; or
- iii) Where it cannot be clearly argued and demonstrated that the applicant recommended for direct appointment, would win this position if advertised, by virtue of experience and performance in this or a similar role or because of specific skills that are difficult to find within the organisation

24.4 Direct appointments should be referred in the first instance and must be endorsed by Group Manager. Managers recommending a direct appointment are required to provide a detailed rationale addressing all of the above criteria to support their recommendation following consideration by the Group Manager and the approval of the General Manager.

24.5 Direct appointments are not to be used to circumvent the merit process and recommendations should be subjected to considerable scrutiny.

## **25. Professional Indemnity Insurance**

25.1 Council will maintain an appropriate Professional Indemnity Policy that takes into account all employees providing coverage for negligent acts, errors or omissions including instances of libel and slander.

25.2 Council will also make provision for the ongoing appropriate training and development of all staff ensuring it receives the benefits of liability limitation available under the *Professional Standards Act 1994*.

## **26. Disputes Procedures**

26.1 The aim of this procedure is to ensure that where there is potential for dispute, agreed steps are followed to enable speedy resolution. These steps will commence at the workplace and involve minimal formality.

26.2 At any stage of the procedure, a party to the grievance or dispute may:

- i) request the involvement of higher level management,
- ii) seek assistance from a representative of the person's union,
- iii) refer the dispute to the Industrial Relation Commission of NSW.

26.3 The procedure is to be followed as quickly as possible and should take no longer than three (3) weeks from start to exhausting all the steps involved, other than steps (d) and (e) set out below. However, it is accepted that in certain circumstances the time frames may need to be extended by agreement of the parties to facilitate resolution of a grievance/dispute, for example, interpersonal conflict.

- i) at the local level between representative(s) of Council and representative(s) of the employees.



- ii) Should the matter not be resolved at the local level, it shall be referred to the appropriate Union for discussion with representative(s) of Council.
- iii) Should the matter not be resolved, discussions shall take place between representatives of Council, the Association and the Union or Unions.
- iv) At any stage of the disputes procedure, any party may notify the Industrial Registrar as to the existence of an industrial dispute.
- v) Work shall continue as normal whilst a matter in dispute is still in the course of negotiation and/or arbitration.

#### **27. Implementation Committee**

- 27.1 A Committee to monitor the implementation of this Agreement will be established consisting of a representative(s) from each party to this agreement.
- 27.2 The role of the Implementation Committee will be to monitor and assist implementation of the Agreement. This may include the need to hold workplace communication forums.
- 27.3 The Committee will meet at the request of a party, but not less than three monthly, to discuss issues arising out of the implementation of the Agreement.

#### **28. Variation to Agreement**

- 28.1 The parties agree that nothing in this Agreement shall preclude them from entering into negotiations to vary this Agreement where a specific need is mutually agreed.
- 28.2 Any variation shall form an attachment to this Agreement and be valid to the extent of its conditions.

#### **29. Renewal**

- 29.1 The parties agree to commence negotiations on a new Agreement no later than twelve (12) months prior to the termination date of this Agreement. Management shall advise the Consultative Committee when negotiations for renewal of the Agreement are due.
- 29.2 During this 12 months deliberation period, the parties will meet in order to seek agreement/resolution of any issues.

**30. Signatories**

The following parties are signatories to this Agreement:-

SIGNED FOR AND ON BEHALF OF THE COUNCIL )  
OF THE CITY OF PARRAMATTA, BY THE )  
GENERAL MANAGER, IN THE PRESENCE OF: )  
 )  
 ) \_\_\_\_\_  
 ) General Manager  
 )  
 \_\_\_\_\_  
 )  
 ) Witness

SIGNED FOR AND ON BEHALF OF THE NEW SOUTH )  
WALES LOCAL GOVERNMENT, CLERICAL, )  
ADMINISTRATIVE, ENERGY, AIRLINES, & UTILITIES )  
UNION TRADING AS THE UNITED SERVICES UNION )  
"USU"), BY THE GENERAL SECRETARY OF THE SAID )  
UNION IN THE PRESENCE OF: )  
 ) \_\_\_\_\_  
 ) General Secretary  
 )  
 \_\_\_\_\_  
 )  
 ) Witness

SIGNED FOR AND ON BEHALF OF THE LOCAL )  
GOVERNMENT ENGINEERS' ASSOCIATION OF )  
NEW SOUTH WALES, BY THE SECRETARY OF )  
THE SAID ASSOCIATION, IN THE PRESENCE OF: )  
 ) \_\_\_\_\_  
 ) Industrial Officer  
 )  
 \_\_\_\_\_  
 )  
 ) Witness

SIGNED FOR AND ON BEHALF OF THE )  
DEVELOPMENT AND ENVIRONMENTAL )  
PROFESSIONALS ASSOCIATION OF )  
NEW SOUTH WALES, BY THE SECRETARY )  
OF THE SAID ASSOCIATION )  
IN THE PRESENCE OF: )  
 ) \_\_\_\_\_  
 ) Secretary  
 )  
 \_\_\_\_\_  
 )  
 ) Witness