

**REGISTER OF**

**ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/244

**TITLE: Sutherland Shire Certification Services' Building Surveyors Employees Enterprise Agreement**

**I.R.C. NO:** IRC4/4400

**DATE APPROVED/COMMENCEMENT:** 11 August 2004

**TERM:** 36 months

**NEW AGREEMENT OR VARIATION:** Replaces EA02/38

**GAZETTAL REFERENCE:** 17 September 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to Building Surveyors who are employed in the Sutherland Shire Certification Services Business Unit of Sutherland Shire Council, Locked Bag 17, Sutherland NSW 1499, and who fall within the coverage of Local Government (State) Award

**PARTIES:** Sutherland Shire Council -&- The Development and Environmental Professionals' Association

# SUTHERLAND SHIRE COUNCIL CERTIFICATION SERVICES' BUILDING SURVEYORS EMPLOYEES ENTERPRISE AGREEMENT

---

## Preamble

Sutherland Shire Certification Services is a Business Service Unit of Sutherland Shire Council operating in the Environmental Services Division. The Unit is a commercial operation within the Division and there is a complete separation of duties between the activities of this Unit and those of the Environmental Assessment and Management Unit of the division. The unit is strongly competitive and customer focussed, with the 'applicant' being the Unit's principal customer.

The work undertaken by the unit is in direct competition with privately accredited certifiers. The Unit undertakes council's statutory obligations in the area of certification of development under Part 4A of the *Environmental Planning and Assessment Act 1979*.

The Sutherland Shire Council Core Enterprise Agreement applies to the officers employed in the Sutherland Shire Certification Services Business Unit except as provided in this agreement.

This agreement is the result of a cooperative approach to Industrial Relations. It represents an important step in improving the overall performance of the Council, in providing the customers with excellent service, in providing employment security, education and training, career path development and a better work environment for employees.

The agreement recognises the gains already made through review, job redesign, total quality service and the Consultative Committee and commits the parties to continue these processes in a cooperative and consultative way.

It is agreed by the parties as follows: -

## Arrangement

This Agreement is arranged as follows: -

Clause No.	Subject Matter
1.	Title of this Agreement
2.	Parties Bound by this Agreement
3.	Scope of this Agreement
4.	Duress
5.	Commencement, Duration and Continuation
6.	Interpretation and Review
7.	Commitment
8.	Anti-discrimination
9.	Hours of Duty
10.	Salaries
11.	Leave
12.	Performance Bonuses
13.	Accreditation Fees and Insurance
14.	Provision of Vehicle
15.	Professional Development
16.	Disclosure of Information
17.	Accountability
18.	Expenses
19.	Legal Liabilities
20.	Termination
21.	Redeployment - Organisational Change
22.	Grievance and Dispute Settlement Procedures
23.	Signatories

## **1. Title of the Agreement**

This Agreement shall be referred to as the Sutherland Shire Certification Services' Building Surveyors Employees Enterprise Agreement.

## **2 Parties Bound By This Agreement**

An Enterprise Agreement made in accordance with:

- (a) the provisions of section 32-47 of the *Industrial Relations Act* 1996 and
- (b) the Principles for approving enterprise agreements as provided by matter No. IRC 1782 of 2002.

This Agreement shall apply to and be binding upon the:

- (i) Sutherland Shire Council
- (ii) The Development Environment Professionals Association - on behalf of the Building Surveyors employed in the Certification Services Unit whether they be DEPA members or not.

## **3 Scope of This Agreement**

- (a) This Agreement is to be read in conjunction with the Local Government (State) Award and its successors and the Sutherland Shire Council Core Enterprise Agreement.
- (b) Where this Agreement is inconsistent with this Award or the Core Enterprise Agreement then this Agreement shall prevail.

## **4 Duress**

This Agreement was not entered into under any duress by any party to it.

## **5 Commencement, Duration and Continuation**

- (a) This Agreement shall operate from the date of approval by the Industrial Relations Commission to 30 June 2007.
- (b) This Agreement may be varied with the mutual consent of the parties during the nominated period of the agreement.
- (c) Negotiations for a replacement Enterprise Agreement will commence six months prior to the end of this agreement.
- (d) This agreement replaces Enterprise Agreement EA 02/38 dated 28 March 2002.

## **6 Interpretation and Review**

It is the intention that this Agreement is written in Plain English, clearly understood and readily implemented.

However if there is any disagreement on the interpretation and implementation of any of the clauses then the matter in dispute is to be referred to an Interpretation and Appeals Committee.

The Committee membership will be:

Director Environmental Services Division

Manager Certification Unit

## Manager Personnel

Three DEPA delegates who are members of the Certification Unit

In the event that one of the management representatives leaves Council's employment or is on extended leave a replacement nominated by the General Manager will be the substitute.

In the event that either of the above employee representatives leave Councils employ or are on leave, another DEPA delegate who is a member of the Certification Unit will be the nominated alternative.

The quorum will be all members or their substitutes. Decisions will be made by consensus. If agreement cannot be reached the matter may be referred to the Industrial Commission.

## 7 Commitment

The Union undertakes that for the life of this agreement, there shall be no further salary increase sought, or granted, except for those granted under the terms of this agreement.

## 8 Anti-Discrimination

- (i) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of the this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
  - (d) a party to the agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (iv) This clause does not create legal rights or obligations in addition to those imposed upon parties by the legislation referred to in this clause.

## NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ..... any other act or practice of a body established to propagate religion that conforms with the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of adherents of that religion."

## **9 Hours of Duty**

Hours of work are based on a thirty-five (35) hour week. Additionally, five (5) hours of time must also be worked each week, which will be paid at the overtime rate of time and a half. The payment for the additional hours is included in the salary. The hours are to be worked over a five (5) day week.

The ordinary span of hours for work hours will be 7am to 6pm Monday to Friday and 8am to 5pm Saturday. There will be no work on public holidays.

If sufficient demand exists the Manager may require an employee covered by this Enterprise Agreement to undertake construction site inspections on no more than one Saturday, or part thereof, in any three-week period.

If an employee is required to work on any Saturday or part thereof the employee is entitled to time-in-lieu for the time worked.

So as to enable the coverage of hours Monday to Friday staggered hours of commencement will be necessary. The Manager, in consultation with staff, will resolve staggering of hours or, alternatively, a roster system may be developed at the discretion of the Manager.

Any work undertaken outside the bandwidth hours will be paid as overtime in accordance with the Council's Core Enterprise Agreement.

A 'flexi' day will be available for the staff of the unit covered by this Agreement. The principles and conditions of Council's Flexible Working Hours Policy will apply, except as varied by this agreement.

A three (3) month leave roster, incorporating extended leave such as annual and long service leave, together with any proposed 'flexi' days must be prepared by the manager. Any staff expressing an interest in a 'flexi' day must nominate one (1) day off for each four (4) week period of the roster to enable the manager to ensure that there will be adequate coverage for anticipated workload for the period. The day off may be nominated as either full or half days or a combination of full or half days.

The bandwidth hours provided in this clause will allow the accumulation of hours to enable a 'flexi' day.

## **10 Salaries**

Suitable salaries to reflect the additional time and commitment required of staff will be paid.

The salary range for Certification Officer - Building Surveyor will be from \$58,000 based on experience, qualifications and performance.

Further, where the Certification Unit is required to employ an accredited certifier, a salary or remuneration package may be negotiated with an applicant for a position. The negotiated salary or package may exceed the maximum salary referred to in this agreement.

The salaries will be reviewed annually on 1 March each year. And any salary increases will be payable from 1 July. The salary review will have regard to salaries for similar positions both within Council and, where possible, in the private sector.

Rates of pay adjustments for the term of this Agreement will be in accordance with movements in the Local Government (State) Award and apply from the date prescribed by the Award. Additionally, salary adjustments afforded to staff covered by the core enterprise agreement shall also be paid to staff under this agreement.

Council's existing Performance Appraisal System will be employed for the benefit of staff. Agreed qualitative and quantitative performance indicators will be established.

## **11 Leave**

Leave will be provided in accordance with the Sutherland Shire Council Core Enterprise Agreement.

No more than two employees will be authorised to take annual leave at anytime, except as approved by the Manager. The Manager, in determining additional leave, will have regard to the duties of the employees and the period of the requested leave.

All leave, except leave without pay, will be paid as ordinary pay. Ordinary pay includes the mandatory overtime provide for under 'Hours of Duty'.

## 12 Performance Bonuses

The performance based pay system of the Core Enterprise Agreement will not apply to employees of the unit.

Payment for performance will relate to the annual performance of the business, as at 30 June each year as follows:

- (i) profit is defined as the net surplus that is in excess of the budgeted operating result as detailed in the original adopted annual budget. The operating result is defined as the "operating result before capital amounts" in accordance with the Operating Statement of Business Activities - Special Purpose Financial Reports, in Council's external financial reports. Fees transferred from council's Environmental Assessment Teams for the assessment of development applications are to be excluded from any calculations to determine profit except if subject to the expressed agreement of the Director Environmental Services.

This operating result is determined after taking into account support unit costs and notional costs (taxation equivalents etc). In examining the comparison of support unit costs and notional costs with the original budget, only those cost reductions in these groups which resulted in genuine savings to the organisation, as distinct from those which resulted from the spread of costs to other units, will be taken into account when assessing the profit.

- (ii) prior to allocation and distribution of any profit, the calculation of the profit of the unit will be the subject of an audit by an independent internal auditor. The audit and allocation of profit share is to be completed by 30 September each year.
- (iii) where a profit is achieved, the profit shall be distributed in accordance with the following table subject to a maximum distribution of 15% of the direct salary costs (excluding overtime payments for work outside the bandwidth) of the staff of the Unit covered by this agreement

Applicable Council Support Unit Staff *	SSCS - the Unit	Staff of the Unit
Where a profit of \$10000 or more is achieved - \$200 to each unit	50% of the profit after distribution to support units where applicable	50% of the profit after distribution to support units where applicable

\* Applicable Council Support Unit Staff includes Fleet management, Customer Service, Personnel, Property, Information Technology, Risk Management, Finance and the Environmental Assessment Teams

- (iv) the profit distributed to the business will be retained in a Reserve in Council's books of accounts but deemed as being available for the Unit's purposes, namely, capital expenditure, business development, and the offset of future losses and the like.
- (v) where the operating result for the year is determined as a loss, the whole of the loss will be charged against the retained profits held in the Reserve. Where the reserve funds are insufficient to accommodate the loss, the loss will be offset against future profit distributions to the Business Reserve.

- (vi) the profit distributed to the staff of the business will be distributed on a basis agreed to by the majority of employees. If a majority is not achieved the distribution will be determined by the Manager.
- (vii) any employee who resigns from council prior to the distribution of any profit sharing will not be entitled to any remuneration under this section.
- (vii) any person seconded or redeployed from the unit during the year will be entitled to a proportional share of the distributed profit equal to the proportion of the year the employee was employed by the Unit.
- (iix) any person who commences work with the Unit during the financial year will be entitled to a distribution of a proportion of the profit. The proportion must not exceed the proportion of the year the person is employed by the Unit, subject to a minimum period of service of three (3) months.
- (ix) profit paid to employees in the form of cash will be subject to normal requirements to deduct income tax.
- (x) Profits paid in the form of non-cash payments are subject to fringe benefit tax, in which case the total of the profit to be distributed must include the cost of fringe benefit tax payable by Council.

### **13 Accreditation Fees and Insurance**

The unit will pay all fees associated with accreditation and insurance for staff covered by this agreement.

When the unit is required to operate outside Sutherland Shire, staff will be required to be accredited in accordance with the requirements of the *Environmental Planning and Assessment Act*.

### **14 Provision of Vehicle**

The Manager will make every endeavour to provide all Building Surveyors in the Certification Unit with a leaseback motor vehicle subject to the terms and conditions set forth in Council's "Agreement - Provision of Motor Vehicles". Any existing vehicle lease agreement, in operation before the endorsement of this Enterprise Agreement, will continue to operate in accordance with the terms of that lease agreement.

Where a lease back vehicle is not available or approval of the Manager is obtained to surrender an existing vehicle an annual vehicle allowance, paid weekly, will be payable to the employee. The allowance will be in accordance with the Local Government State Award from the date prescribed by the Award.

All employees with a Council owned leased back vehicles may be required to rotate the usage of the vehicle at the direction of the Manager to minimise the overhead costs to the Unit.

### **15 Professional Development**

The professional development of the unit's staff will provide benefits to both the staff and the unit.

The unit therefore encourages professional development.

The unit will actively seek to promote and monitor the professional development of staff and will identify opportunities for appropriate training and support. Where funding is available, opportunities exist and benefits to the unit and staff will result, the manager will seek to make training or access to training available.

A Staff Training Statement and benchmark will be developed by the Manager to reflect the continuous professional development requirements to maintain any required accreditation.

## **16 Disclosure of Information**

Employees will not at any time either during their employment or after termination for any reason divulge any confidential or commercial information of the unit to any other entity, person or persons without the previous consent in writing of the manager of the unit. Any employee will not use or attempt to use any information which the employee may acquire in the course of employment by the unit in any manner which may injure or cause loss or be calculated to injure or to cause loss to the unit.

## **17 Accountability**

All employees will be accountable to the Manager Sutherland Shire Certification Services.

## **18 Expenses**

The unit will reimburse all monies reasonably expended by an employee for and on behalf of the unit provided the employee submits an itemised account of such expenses together with receipts for those expenses within fourteen days of incurring the expense.

## **19 Legal Liability**

All employees acting honestly, diligently and in good faith shall not suffer any loss or damage of any kind by reason of the liability incurred by Council or the Unit as a result of the conduct of the employee. The Council and the Unit shall hold the employee harmless and indemnify the employee against any loss, claims or causes of action which may arise during or after the employees employment with Council except in the case of serious misconduct on behalf of the employee.

## **20 Termination**

Where an employee's work performance or conduct is considered unsatisfactory by the Manager, the Disciplinary Procedures as provided in Annexure 1 will be followed.

## **21 Redeployment - Organisation Change**

The parties recognise that the organisation will undergo continuous improvement and change in order that Council can meet its "Purpose", "Direction", "Role" and "Commitment" under the Management Plan and provide for the community a wide range of efficient and effective services at standards that can be regarded as best practice.

In pursuing this direction Council;

desires to provide employment security for its staff

will consult and involve staff in organisation change

will provide time and training as part of any redeployment

in the event of transfer to another position Council will provide salary maintenance.

in the event that a position is abolished or altered Council will use its best endeavours to redeploy the occupant to another position of similar salary and status to that existing prior to the change.

Consultation

Where the Council or management has made a decision to introduce change and as a result positions are created, altered or abolished, consultation will take place with the employees affected and DEPA.

Change Impact Statement



Prior to implementation of any change and in conjunction with the preparation of job descriptions, management shall prepare a Change Impact Statement.

The Change Impact Statement shall state what measures have been undertaken by the Council to avert or mitigate the adverse changes on employees. The Council undertakes to use its best endeavours to organise change in a manner so that the minimum number of positions reasonably possible are abolished or downgraded in salary as a result of the changes.

The Change Impact Statement will include, but not be limited to:

- the objectives and desired result of the change
- positions created, abolished and altered
- role, responsibilities, accountabilities and duties of the various positions
- an organisation chart relative to that part of the organisation showing reporting relationships
- salary range
- such other information that may assist customers and staff to understand the change proposed.

The Change Impact Statement shall be made available to all staff affected and, DEPA and Management will consider comments on the statement after a consultation period of at least 14 days. The Change Impact Statement will be tabled at the next available Consultative Committee.

#### Appointments

The Council agrees that Section 348 and 349 of the *Local Government Act* 1993 shall not apply to lateral transfers and demotions.

#### Salary Maintenance

If the employee is seconded or redeployed, the salary payable to the employee is determined as 87.5% of the employee's salary immediately before redeployment. In the case of redeployment, if the median salary for the new position is less the redeployed salary, the Salary Maintenance provisions of the council's Core Enterprise Agreement will apply.

Council undertakes that it will use its best endeavours to redeploy persons displaced as a result of change and it will provide time and training necessary to assist the employee to adapt to the employee's new role.

If after a period of up to 6 months it becomes apparent to both parties that the employee cannot adjust to the new duties or is unsuitable to the new role the General Manager shall notify the employee and Union that he/she is redundant and the provisions of the Redundancy Policy shall apply.

## **22 Grievance and Dispute Settlement Procedure**

### (i) Objectives

The Council and DEPA agree to observe the following procedures based on the provision of information and explanation, consultation, cooperation and negotiation, in order to resolve industrial disputes with a minimum of disruption to the effective operation of the Council's business.

### (ii) Undertakings

- (a) On the part of management an undertaking to meet quarterly with Union representatives to discuss such matters as organisational and technological change, organisation direction and financial position and any other relevant matters pertaining to Council's operation.
- (b) On the part of the Union, an undertaking to inform appropriate Council Management of emerging issues which may lead to discontent or dispute.

- (c) On the part of the Union, an undertaking to not engage in industrial action until such time as the procedures in the clause have been complied with.
  - (d) If the matter is of a national or state nature then council must be advised of the matter and the actions which the Union intends to take at least 7 days prior to any action occurring unless the members of the Union are given less notice of it.
- (iii) Dispute Settlement Process - Individual Grievances (or small group grievances).
- (a) Until the matter is determined, normal duty arrangements shall continue. No party shall be prejudiced as to the final settlement by the continuance of work as a result of this process.
  - (b) Individuals who have a grievance shall follow the steps contained in this clause. The process provides for 4 separate stages, any one of which may be potentially relied on to resolve the dispute. In all other cases the matter shall be dealt with in accordance with sub-clause (iv).

Preamble - as a general principle, the parties agree that the preferred method of resolving individual disputes is for the issue to be discussed between the employee and their immediate supervisor.

An employee may elect to be accompanied by a union representative or other council employee at any discussions held under these provisions.

#### Step 1

An employee who considers themselves adversely affected within the scope of this agreement, or a decision of the council, the General Manager, a Director or Manager, or an action which they wish to dispute shall attempt to resolve the issues by means of discussion with their immediate supervisor.

#### Step 2

- (a) If the matter is not resolved in Step 1, then an employee who considers themselves adversely affected within the scope of this agreement, or a decision of the council, the General Manager, Director or Manager, or an action which they wish to dispute shall inform their Department Manager. The Manager may request that the matter be put in writing either by the employee or the union. Generally it is expected that an employee will have utilised Step 1 before proceeding to Step 2.
- (b) An employee's Manager shall investigate the complaint and within 7 days shall notify the employee and their Director that further discussions are required or shall notify the employee in writing of their decision and the reasons for such decisions.

#### Step 3

- (a) Where an employee is dissatisfied with the Manager's decision they may within 7 days of receiving the decision make a written submission to their Director. The employee may request the support of the union to assist them to make their written submission.
- (b) The Director shall advise the employee, in writing, of their decisions made and the reasons for such decisions within seven days of receipt of the submission from the employee.

#### Step 4

- (a) Where an employee is dissatisfied with the Director's decision they may within 7 days of receiving the decision, make a written request to the Consultative Committee and/or General Manager to review the decision.
- (b) The Consultative Committee or the General Manager shall advise the employee in writing of his decision within 7 days after receiving the request for the review or within 7 days after the

completion of any meeting or investigation that the Consultative Committee or the General Manager may have considered was necessary. Any review or investigation shall be made as expeditiously as practicable.

Step 5

If the matter is still unresolved it may be referred by either party to the Industrial Relations Commission of NSW.

(iv) Dispute settlement procedures - general matters

Where the GM is aware of any issue that has, or has the potential of having implications for a number of employees of Council the GM shall arrange to discuss the matter with the union.

23 SIGNATORIES

Signed for and on behalf of Sutherland Shire Council \_\_\_\_\_

John Rayner  
General Manager

Date: 21/06/2004

Witness \_\_\_\_\_

Position Personal Assistant

Date 21/06/2004

DEPA \_\_\_\_\_

Date 13/07/2004

Witness \_\_\_\_\_

Position Office Manager

Date 13/07/2004

**Annexure 1**

**Counselling and Disciplinary Policy and Procedures**

**POLICY**

This policy reflects Council's commitment to improving poor performance and conduct by the employee using staff counselling and a performance management review process and that disciplinary action will only be used after the employee has been given adequate opportunity to improve.

**A. Employee's Rights**

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.

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

## B Employer's Rights and Obligations

Notwithstanding the procedures contained below, a council shall:

- (i) Be entitled to suspend an employee with pay during the investigation process provided that:
  - (a) The suspension shall not effect the employee's continuity of service for the purposes of accruing leave entitlements.
  - (b) Council shall not unreasonably refuse an application for paid leave under this provision.
  - (c) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct within one week an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with the Termination of Employment clause in the Local Government and Shires (State) Award.
- (v) Be entitled to request the presence of a union representative at any stage.

## C. PROCEDURES

This Counselling and Disciplinary procedure s based on a five (5) step process. The initial step is a verbal warning, the second, third and fourth steps are written warnings. If the employee does not respond to counselling following the final warning, then suitable disciplinary action can be taken as the final step.

If the employee does not re-offend for specified periods throughout the process, they regress back through the disciplinary steps until the offences are no longer taken into consideration.

The employee shall be advised in writing of the required time needed for the offences no longer to be taken into consideration. All correspondence relating to the Disciplinary Process will remain on the employee's file for the benefit of all parties.

### Step 1 Initial Verbal Warning

Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance verbally, by the employee's immediate supervisor or other appropriate officer of Council. They shall be counselled on the nature of the unsatisfactory performance or conduct and of the required standard to be achieved.

Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the

employees' staff file of the initial warning. The employee shall be entitled to sight and sign the written record and add any notations regarding the contents of such record.

Should an employee's work performance improve satisfactorily within twelve (12) months, then the employee will be notified in writing that the offence will no longer be taken into consideration.

#### Step 2 First Written Warning

Where there is re-occurrence of unsatisfactory work performance or conduct within 12 months of the initial verbal warning, the employee shall be given an initial (first) formal written warning.

Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of this first formal warning and counselling. The employee shall be entitled to sight and sign the written record and add any notations regarding the contents of such record.

Where there is no re-occurrence of unsatisfactory work performance or conduct within 6 months of the first written warning, the employee's record will revert back to "Step 1" of the procedure.

From "Step 2", for the offence to be no longer taken into consideration it will require satisfactory work performance or conduct for a period of 18 months from the date of the first written warning letter.

#### Step 3 Second Written Warning

If the employee's unsatisfactory work performance or conduct continues or resumes within six (6) months following the first formal warning and counselling, the employee be given a second warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.

Where there is no re-occurrence of unsatisfactory work performance or conduct within 6 months of the second warning, the employee's record will revert back to "Step 2" of the procedure.

From "Step 3", for the offence to be no longer taken into consideration it will require satisfactory work performance or conduct for a period of 24 months from the date of the second written warning letter.

#### Step 4 Third (final) Written Warning

If the employee's unsatisfactory work performance or conduct continues or resumes within six (6) months following the second written warning and counselling, the employee shall be given a third (and final) warning in writing giving notice of proposed disciplinary action should the unsatisfactory work performance or conduct not cease immediately.

Where there is no re-occurrence of unsatisfactory work performance or conduct within 6 months of the third warning, the employee's record will revert back to "Step 3" of the procedure.

From "Step 4", for the offence to be no longer taken into consideration it will require satisfactory work performance or conduct for a period of 30 months from the date of the third written warning letter.

#### Step 5 Disciplinary Action

If the employee's unsatisfactory work performance or conduct continues or resumes within six (6) months following the third (final) formal warning and counselling, disciplinary action will commence, which may result in termination of service.

#### D. Disciplinary Action

After complying with the requirements above, Council may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time determined by the relevant Director in consultation with the Manager Personnel. The employee is entitled to make application for accrued leave for whole or part of any suspension period.
- (iii) Terminate the employment of the employee.