

Bayside Council Employee Council Agreement 2018

DRAFT VERSION WITHOUT PREJUDICE



Bayside Council

Employee Council Agreement 2018

Related to the NSW Local Government (State) Award

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1. Application

2. Title

2.1. This Council Agreement shall be known as the "Bayside Council Employee Council Agreement 2018" ("the Council Agreement").

3. Authority

- 3.1. This Agreement is made in accordance with Clause 41 of the Local Government (State) Award ("the State Award") and must be read in conjunction with the State Award.
- 3.2. This Agreement is made to cover all employees employed by Bayside Council, excluding all fixed term employees engaged in Council's Airport Business Unit, and all employees not directly employed by Council (e.g. Labour Hire, Agency employees)
- 3.3. This Agreement shall provide the basis for determining specified conditions of employment for staff employed by Bayside Council as stipulated by clause 3.2.
- 3.4. In the event of inconsistency with the State Award, this Agreement prevails.
- 3.5. Where this Agreement is silent, the conditions of the State Award will apply.

4. The Parties

- 4.1. The parties to this Agreement are:
 - Bayside Council (" the Council"); and
 - New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union ("USU")
 - The Development and Environmental Professionals Association ("depa")
 - Local Government Engineers Association ("LGEA")

5. Relationship with State Award, Agreements and Policies

- 5.1. This Agreement must be read in conjunction with the State Award.
- 5.2. This agreement replaces and rescinds the following previous agreements by either former Rockdale City Council, City of Botany Bay or Bayside Council, excluding the Airport Business Unit Council Agreement 2017:
 - 5.2.1. Rockdale City Council Agreement for Emergency On Call Arrangements
 - 5.2.2. New Year's Eve Fireworks Spectacular Event "NYEFS Commitment Payment" MOU
 - 5.2.3. Saturday Trading Conditions of Employment
 - 5.2.4. Rangers Roster Operating Instructions
 - 5.2.5. City of Botany Bay Council Waste Services Enterprise Agreement 2009
 - 5.2.6. Outdoor Staff Payment of Sick Leave Bonus

5.2.7. Parks & Gardens 4 Day Week Proposal

6. No Precedent

6.1. The terms and conditions provided for in this Agreement will not establish any precedent for any future agreements negotiated by Council.

7. Duration

- 7.1. The Agreement shall come into effect from 2 July 2018 and will remain in force for a period of three (3) years unless terminated in accordance with the provisions of the State Award.
- 7.2. Should there be no agreement reached between the parties as at the expiry date; and neither party rescinds the agreement, the terms of the expired agreement will continue to apply until:
 - a) a new agreement is made for the period beyond the expiry date;
 - c) either party rescinds the agreement.

8. No Duress

8.1. This Council Agreement has been entered into without duress by any party.

9. Definitions

Agreement: Shall mean the Bayside Council Employee Council Agreement 2018

Council: Shall mean Bayside Council.

CoBB: Shall mean the former City of Botany Bay Council.

Employee: Shall mean current or future workers employed by Bayside Council to

undertake paid work.

SCC: Shall mean Council's Staff Consultative Committee.

State Award: Shall mean the Local Government (State) Award 2017, and its

successor.

Union: Shall mean United Services Union, The Development and

Environmental Professionals Association and Local Government

Engineers Association

RCC: Shall mean the former Rockdale City Council.

10. Anti-Discrimination

- 10.1. The following statutory and award anti-discrimination provisions (as amended from time to time) shall apply to this Council Agreement:
 - The Anti-Discrimination Act 1977 (NSW);
 - The Industrial Relations Act 1996 (NSW); and

• The State Award (Clause 3 Anti-discrimination).

11. No Extra Claims

11.1. Nothing in this agreement should be taken to limit the Council in reviewing, modifying or rescinding internal policies after approval from the Executive Committee and consultation with staff including the Staff Consultative Committee.

12. Entire Agreement

12.1. This Agreement, unless otherwise indicated, represents the entirety of the agreement entered into between the parties.

13. Employees covered by this Agreement

13.1. This Agreement is made to cover all employees (current and future) employed by Bayside Council, excluding all fixed term employees engaged in Council's Airport Business Unit, and all employees not directly employed by Council (e.g. Labour Hire, Agency employees) whether or not they are members of the Union.

14. Salary System

- 14.1 The salary system of the former Rockdale City Council is adopted as the Bayside Council salary system. A copy of that the Bayside Salary System as at the commencement date of this Agreement can be found at Annexure A of this Agreement, noting that the rates of pay contained in Annexure A will increase in line with wage increases in the State Award and any other agreed wage increases.
- 14.2 Due to the process of implementing the new Bayside salary system, any employees classed as "Current Occupant Only" will be notified in writing, confirming salary maintenance at the time of this agreement coming into effect.
- 14.3 Current Occupant Only employees will receive all State Award increases, as well as be eligible for any performance bonuses as per Council policy. For the avoidance of any doubt, clause 7(xii) of the State Award shall continue to apply to employees covered by this Agreement, and nothing in this Agreement shall be interpreted as restricting or otherwise limiting the operation of this clause.
- 14.4 An employee who receives an increase in their salary from the implementation of the new Bayside Salary System, who is also in receipt of a market, retention or overtime allowance, will have the salary increase absorb in total or in part the amount of the market, retention and overtime allowance. Where, as a result of the increase in salary, an employee's overtime allowance is absorbed, in full or in part, that employee would not be required to perform work for that additional period of time.
- 14.4 Acknowledging that the Council has sought to implement a harmonised grading system for all positions within the Council and that the grade for many positions has not changed, any employee may seek to have the grading of their position reviewed by the Council provided there are genuine reasons for the review.
- 14.5 In the event of a dispute about any matter contained within clause 14.4, the Grievance and Dispute procedures of the State Award shall apply.



15. Commitment to Service Delivery

16. Objective of this Agreement

- 16.1. The parties to this Agreement are committed to co-operating positively to improve the efficiency and effectiveness of the services provided by Bayside Council. More specifically this will include:
 - Improve Customer Service Outcomes
 - Maintain best practice workplace health and safety
 - Improve organisational performance standards
 - Improve productivity
 - Providing "value for money" services to our ratepayers
- 16.2. The matters detailed below reflect the commitment employees and management have achieved in reaching this Council Agreement as the basis for meeting this objective:
 - a) Outdoor employees will take their lunch break either on or near the job site, or at a designated Council facility. Council will ensure these facilities are adequate for lunch breaks including hot and cold water, seating, microwave, toilet and hand washing facilities, refrigeration and boiling water.
 - b) Outdoor employees will move to a standardised start time of 6:30am with exceptions for positions requiring a different start time for operational reasons. Any future proposed change to start times will be undertaken in accordance with the State Award.
 - b) Employees in Parks and Open Spaces working a four day week at the time of this agreement will cease this arrangement within 3 months of this agreement coming into effect. Affected staff will commence working arrangements as per all other outdoor employees (i.e. 9 day fortnight/ RDO scheme).
 - c) All employees required by Council to be on-call will be paid as per the conditions of the State Award.
 - d) Mechanics employed by Council will work to a roster of half commencing at the general start time of outdoor employees, and half commencing one hour later.
 - f) Council will provide all outdoor employees the required "tools of trade" to undertake their duties, and as such tool allowances will not be paid to employees. Should Council request in writing for an employee to supply their own tools, the applicable allowance from the State Award will be paid.
 - g) Level two adverse working conditions allowance will not be payable to employees in Parks and Open Spaces and Mechanic Workshop. These employees will be paid the Level one adverse working condition allowance in accordance with the State Award.
 - h) The payment of the industry allowance will cease at the commencement of this agreement.
 - i) The payment of the bank allowance will cease at the commencement of this agreement.
 - j) The payment of the sick leave bonus will cease at the commencement of this agreement.
 - k) All leasebacks offered by Council (at the discretion of the General Manager) will be as per the Bayside Council Leaseback Scheme. Leaseback holders previously employed by the former CoBB who are the custodian of a vehicle less than two years old will be provided a twelve month transition period where their current leaseback contribution rate will be maintained. Leaseback holders previously employed by the former CoBB



who are the custodian of a vehicle older than two years will have a transition period of six months where their current leaseback contribution rate will be maintained.

Prior to these transition periods finishing the leaseback holder will notify Council that they either wish to

- i) cease participating in the Council's Leaseback scheme;
- ii) be paid a car allowance (at the State Award rate) in lieu of a leaseback;
- iii) choose a new vehicle from the approved vehicle list at the time and will pay the applicable leaseback rate of that vehicle.
- All employees covered by this agreement will accrue sick leave as per the State Award.
 All previously accrued and untaken sick leave will be maintained by the employee.
- m) All full time library employees (below coordinator level) to work one in four Saturdays on rotation. These hours worked on a Saturday will accrue flex time until Midday, with overtime (as per State Award rates) payable after Midday.
- n) All part time employees will be paid meal allowances as applicable by the State Award.
- o) Only financial members of the Unions party to the Agreement will be eligible for the Union Picnic Day. Employees who are not members of one of the applicable Unions will be required to work on this day and must utilise an appropriate form of leave should they wish to not work on this day.
- p) All Children's Service employees to work all of the standard hours required by their position, and take their lunch break as per the requirement of the State Award.
- q) Children's Service's employees will operate under a "28 day" flex time scheme, eligible to accrue one day per four weeks.
- r) Library employees will participate in a three week flexi time scheme, eligible to accrue one day per three weeks.
- s) The reimbursement of internet expenses will cease at the commencement of this agreement, and Council will provide applicable technology as required.
- t) All Rangers will work to the former RCC roster. Any changes to the roster will be as per the provisions of the State Award.
- u) Employees shall be paid either weekly or fortnightly, or any other period by agreement, on a fixed regular pay day. However, the parties agree that for the nominal term of the Agreement there shall be no changes to existing pay periods.

17. Allowances and Other Payments

18. Phone Allowance

18.1. Should Council require an employee to use a personal mobile for work purposes, Council will pay the employee an allowance of \$40 per month (or \$9.23 per week). Council will determine if the employee is provided a corporate mobile phone, or is paid the allowance.

19. Commencement Bonus

19.1 Upon commencement of this Agreement, all permanent employees covered by this Agreement will receive payment of \$150 (less appropriate taxation) in recognition of the efforts of all employees since amalgamation, and in recognition of the ceasing of the banking allowance.



20. Excess Leave Reduction Bonus

- 20.1 The parties to this agreement express their serious commitment to the reduction of excess Annual Leave and Long Service. Excess Leave is determined as per the State Award provisions.
- 20.2 All Long Service Leave entitlements of former Rockdale employees as at 1 January 2014 are preserved, and will not be deemed as excess leave.
- 20.3 A payment of \$250 (less appropriate taxation) will be paid to all permanent employees employed at the commencement of this agreement if excess leave across Council is reduced by 20% during the 2018 / 2019 financial year.

21. New Year's Eve Fireworks Payment

- 21.1 All outdoor employees (38 hour) who undertake cleaning duties connected to Council's New Year's Eve Fireworks event and meet the following criteria will receive an additional payment of \$200 (less appropriate taxation) within two weeks of the event;
 - i) Work a minimum of eight hours between the hours of 6pm December 31 and 1pm January 1 each year.
 - ii) Work all rostered shift / shifts during this period.
 - iii) Not be subject to any verbal or written disciplinary during this period.
- 21.2 The payment will only apply when both New Year's Eve and New Year's Day fall entirely during weekdays (i.e. Monday to Friday) and weekend penalties do not apply.
- 21.3 An employee is only entitled to one New Year's Eve Fireworks Payment during this time.

22. Leave

23. Manager Leave

23.1 Council will make available to Managers ten (10) days of Manager leave per year in lieu of participating in the flex time scheme. Untaken Manager leave is not payable upon resignation or termination.

24. Flex Time / RDO

24.1 Council employees (excluding Children's Services and Library employees) will be entitled to fortnightly flex time and fortnightly rostered day off arrangements.

25. Children's Services Leave

- 25.1 All Children's Services employees will be entitled to three (3) days of paid leave per service year in addition to a "28 day" flex time arrangement. This paid leave does not accrue, and if not taken within twelve months will be forfeited. Untaken leave is not payable upon resignation or termination.
- 25.2 Any new Children's Services employees will receive their entitlement of Children's Services Leave following successful completion of probation.



26. Grant Days

All employees covered by this Agreement will be provided grant days, provided to employees as special paid leave between Christmas and New Year each year. Employees required by Council to work on these days, will have the subsequent twelve months to access this leave. Grant days do not accrue, and if not taken within twelve months will be forfeited. Untaken grant days are not payable upon resignation or termination.

27. Parental Leave.

27.1 In addition to State Award Parental Leave entitlements of employees Council will provide to employees eligible for Parental Leave an additional four (4) weeks at full pay or eight (8) weeks at half pay of special paid parental leave. Any increases to the Award provisions will be met through the increased Council provisions and will not affect the overall amount of leave offered.

28. Concurrent Parental Leave

28.1 In addition to State Award Concurrent Parental Leave entitlements for employees Council will provide eligible employees (12 months continuous service with Council) an additional four (4) weeks of special paid concurrent parental leave at full pay. Any increases to the Award provisions will be met through the increased Council provisions and will not affect the overall amount of leave offered.

29. Adoption Leave

29.1 In addition to State Award Adoption Leave entitlements of employees, as per Council's leave policy, Council will provide to employees eligible for Adoption Leave an additional nine (9) weeks at full pay and eighteen (18) weeks at half pay of special paid adoption leave if the child is under five (5) years of age, and an additional four (4) weeks at full pay and eight (8) weeks at half pay of special paid adoption leave if the child is over five years of age. Any increases to the Award provisions will be met through the increased Council provisions and will not affect the overall amount of leave offered combined.

30. Purchase Leave

30.1 Council makes available to employees a Purchased Leave Scheme (Minimum of one (1) week
- Maximum of four (4) weeks) to provide employees with additional flexibility to achieve a
work life balance.

31. "No Questions" Health and Wellbeing Leave

31.1 Providing an employee complies with the requirements of the State Award and Council's leave policy, Council will not require information, documentation or evidence as to the use of an employee's health and wellbeing leave. This is to promote a healthy workplace and lifestyle.

32. Family and Domestic Violence Leave

32.1 An employee experiencing family and domestic violence is entitled to ten (10) days per year of paid family and domestic violence leave for the purpose of:



- i) Attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- ii) Relocation or making other safety arrangements;
- iii) Other activities associated with the experience of family and domestic violence.
- 32.2 The employee shall give Council notice as soon as reasonably practicable of their request to take leave under this clause.
- 32.2 Council requires the employee to provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out above. Such evidence should include documents issued by the police service, a court, a health professional, a family violence support service, or a lawyer.
- 32.4 Council will ensure that any personal information provided by the employee to Council concerning an employee's experience of family and domestic violence is kept confidential.

33. Contracting

- 33.1 The Union parties to the Agreement have a strong belief that staff employed directly by the Council provide significant productivity, morale and other organisational benefits to Council and the community.
- 33.2 Council acknowledges these views and are committed to utilising directly employed staff, where possible.
- 33.3 The parties agree that within the first 6 months of this Agreement, the parties will hold formal discussions about any concerns raised by the Union/s regarding the use of contract labour by Council.

34. Training

- 34.1 Council is committed to a professional workforce with access to learning and development opportunities.
- 34.2 Employees who are required to either hold professional qualifications or complete further professional qualifications and whose positions are evaluated in Band 3 or Band 4 of the State Award, shall have access to continuing professional development (CPD) that is consistent with the training plan for their positions as follows:
 - i) 14 hours per annum
 - ii) in accordance with legislated CPD requirements, whichever is the greater.
- 34.3 Council commits to employing at least five (5) apprentices, students and graduates in total across Council. Council recognises the benefit of these positions, and the opportunity provided for young people to gain experience and a career in Local Government.

35. Rangers.

35.1 All Ranger employees of Council will receive a 20% allowance on their base pay in lieu of the applicable penalties up to that value.



35.2 As employees on a seven day a week rotating roster system, Rangers will be consulted as per State Award provisions for any future roster changes, and will be paid for any penalties due exceeding the value of the 20% allowance.

36. Novated Leases

- 36.1 Following the selection of an appropriate third party supplier, Council will make available the option of a novated lease to employees.
- 36.2 All novated lease expenses (excluding Council administration costs) will be borne by the employee.
- 36.3 A novated lease has no entitlement to parking at any Council location, above that available to the public.
- 36.4 In accordance with the State Award, the Council shall not make it a job requirement that an employee enter into a novated lease agreement for the use of a motor vehicle.

37. Delegate's Rights

- 37.1 Union delegates shall have the rights detailed below.
- 37.2 These rights shall be exercised in a manner consistent with Council's Code of Conduct.
 - a) The right to be treated fairly and to perform their role as union delegate without any discrimination in their employment;
 - b) The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;
 - c) The right to bargain collectively on behalf of those they represent;
 - d) The right to consultation, and access to reasonable information about the workplace and the business:
 - e) The right to paid time to represent the interests of members before the employer and industrial tribunals;
 - f) The right to reasonable paid time during normal working hours to consult with union members;
 - g) The right to reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union;
 - h) The right to place union information on a notice board in a prominent location in the workplace:
- 37.3 These rights reassure union delegates that their role is legitimate, recognised and respected.
- 37.4 In addition, Unions parties to this agreement will be invited to provide information regarding their organisation to all new employees at each Council corporate induction.

38. Grievance and Dispute Resolution Procedures

38.1 The Grievance and Dispute Procedures set out in Clause 35 of the State Award shall apply.



39. Leave Reserved

- 39.1 Leave is reserved for the parties to undertake negotiations in relation to the household waste collection services. The following conditions of employment will be observed by Council for employees previously covered by the City of Botany Bay Council Waste Services Enterprise Agreement 2009;
 - i) Payment of a "Productivity Allowance" of \$232.49 per week or \$46.49 per day. This allowance will be paid for all purposes and will be increased each year in line with general State Award increases.
 - ii) Provision of a 19 day month RDO scheme to those employees conferred this entitlement from previous agreements.
 - iii) Drivers will be classified as "Senior Operations Technicians" and Runners will be classified as "Operations Technicians" in Council's Salary System.
 - iv) Start time will be 6am, and work will be performed on the basis of "job and finish".
 - v) The current DARG is 15,111 bins per week.
 - vi) Any increases to the DARG, will result in the Productivity Allowance increasing by the same percentage as the increase to the DARG.
 - vii) The agreement to pay relief staff will remain unchanged in relation to the productivity allowance as per the decision of Commissioner Tabba in IRC 990 of 1993.
- 39.2 The current trial of a nine day fortnight for household waste collection services employees will continue, however Council may cease this trial with appropriate notice.



Signed by the parties on this	day of June 2018
SIGNED on behalf of Bayside Council)))
In the presence of) General Manager Signature)
 Witness Name:)) Witness Signature
SIGNED on behalf of the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union))))) General Secretary Signature
In the presence of)
)) Witness Signature
SIGNED on behalf of the Local Government Engineers Association) on))) Director Signature
In the presence of)
Witness Name:))) Witness Signature



SIGNED on behalf of the Development and Environmental)	
Professionals Association))	Secretary Signature
In the presence of)	
Witness Name:)))	