

**Tweed Shire Council**  
**Tweed Regional Aquatic Centres (TRAC) Enterprise Agreement**

Valid - 7 October 2016 to 6 October 2019

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## 1. Title

- 2.1 This Agreement shall be known as the *Tweed Regional Aquatic Centres (TRAC) Enterprise Agreement 2016* ("Agreement").

## 2. Definitions

- 3.1 In this Agreement, unless the contrary intention appears:

**Act** means the *Industrial Relations Act 1996* (NSW).

**Agreement** means the *Tweed Regional Aquatic Centres (TRAC) Enterprise Agreement 2016*.

**Award** means the *Local Government (State) Award 2014* and any variation thereof and/or any successor awards.

**Council** means Tweed Shire Council.

**TRAC** means Tweed Regional Aquatic Centres located at Murwillumbah, Tweed Heads and Kingscliff.

**Ordinary Pay** means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received:

- Saturday, Sunday and shift penalties
- hours of work flexibility agreements allowances
- on call allowance

provided that subject to the exclusions below and the exclusions at clauses 10(ii) and 21D(ix) of the Award which relate to the receipt of a varying rate of pay for 6 months or more in the aggregate in the 12 month period preceding a period of annual leave, an employee's ordinary pay during periods of paid leave under this Agreement shall not be more or less than what the employee would have received had the employee not been on paid leave.

The following allowances shall be excluded from the composition of ordinary pay:

- overtime payments
- travelling allowances
- vehicle allowances
- meal allowances
- adverse working conditions allowance

**Superannuation contributions** means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any additional superannuation contributions made by way of salary sacrifice.

**Union** means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU);

### **3. Parties to the Agreement**

4.1 The parties to this Agreement are:

- a) Tweed Shire Council and
- b) New South Wales Local Government, Clerical, Administration, Energy and Utilities Union (USU).

### **4. Coverage**

5.1 The Agreement shall apply to all employees of TRAC appointed on or after the implementation date for this Agreement.

5.2 TRAC employees whose employment commenced prior to the implementation of the Agreement will be treated as a person in a grandfathered position and as a current occupant only and will be employed pursuant to the terms and conditions of the Award including any award based rates of pay increases.

5.3 Current occupant only status is position based and as such concludes when an incumbent applies for and is appointed to an alternate position within Council's structure.

5.4 Current occupant only status applies to the employees and positions listed below:

- 0150 – Supervisor Aquatic Facilities
- 0130 – Supervisor Aquatic Programs
- 2167 – Head Swim Coach
- 2226 – Learn to Swim Program Officer
- 1246, 0824, 2240 – Senior Pool Attendants
- 0128, 0178 – Pool Attendants

### **5. Relationship with the Award**

6.1 This Agreement is to be read and applied in conjunction with the Award.

6.2 Where there is any inconsistency between this Agreement and the Award, the Agreement shall prevail.

## **6. Terms of the Agreement**

- 7.1 This Agreement will operate from the first full pay period on or after the date that the Agreement is approved by the Industrial Relations Commission of New South Wales and will remain in force for a period of three (3) years.
- 7.2 The terms and conditions of this Agreement will continue to apply until a new agreement is made in accordance with the Act or the Agreement is terminated upon written notification by either party to the Industrial Relations Commission in accordance with the Act.
- 7.3 The Agreement will be binding on all employees of TRAC with the exception of the grandfathered positions detailed in clause 5.4.
- 7.4 The Parties agree that any new employee at TRAC who is engaged by Council during the term of the Agreement will be covered by this Agreement and shall as from the date of being covered by this Agreement, be entitled to all benefits and be bound by all obligations under this Agreement.
- 7.5 The parties agree to commence negotiations on a new agreement no later than 6 months prior to the termination of this agreement.

## **7. Duress**

- 8.1 This Agreement has not been entered into by any duress by any party to it.

## **8. Statement of Intent**

- 9.1 The parties to the Agreement are committed to co-operating positively to increase the productivity, structural efficiency and financial sustainability of the Tweed Regional Aquatic Centres (TRAC) and in so doing provide employees with secure, fulfilling, well remunerated employment within the Local Government Sector.

## **9. Skill Descriptors**

- 10.1 The provisions of the Award shall apply.

## **10. Rates of Pay**

- 11.1 The rates of pay are established for positions with the skills descriptors as defined in the Award and the rates of pay and Category descriptions as defined in Table 1 Salary System.

## **11. Salary System**

- 12.1 A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay as described in Table 1 Salary System. The salary system rate of pay recognises the skills and/or performance the employee may be required to apply on the job.
- 12.2 Except where otherwise provided, employees shall be assessed for progression through the salary range for their position at least annually.
- 12.3 Progression through the salary system for Job Grade 1 staff will be based on age (junior employees) and/or satisfactory progression against associated training requirements (e.g. apprentices and trainees)
- 12.4 Progression through the salary system for Job Grade 2 to Job Grade 7 employees shall be based on:
- a) attainment of satisfactory performance ratings across all performance indicators in the bi-annual performance appraisal process; followed by
  - b) satisfactory demonstration of the required competencies for the salary point in question as documented in the applicable position based Occupational Progression Table.
- 12.5 Progression through the salary system for Job Grade 8 and 9 employees will be in accordance with Council's Salary Progression's Job Grades 8 & 9 Protocol. That is, Progression to Point 2 is achieved by demonstrating competence across all requirements of the position as detailed in the position description's responsibilities and associated tasks. Progression beyond point 2 is performance based.
- 12.4 At time of assessment, the employer shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- 12.5 Where an employee is deemed not yet competent to progress clear feedback as to the competencies not yet attained is to be provided to the employee.
- 12.6 Employees shall have access to information regarding the grade, salary range and progression steps of the position.

## **12. Use of Skills**

- 13.1 Council may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training.



- 13.2 An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- 13.3 The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by Council to be used as an adjunct to the employee's normal duties.

### **13. Performance Evaluation and Reward**

- 14.1 The provision of the Award shall apply.

### **14. Payment for Relief Duties/Work**

- 15.1 The provision of the Award shall apply.

### **15. Payment of Employees**

- 16.1 The provision of the Award shall apply.

### **16. Annualised Salaries**

- 17.1 The provision of the Award shall apply.

### **17. Salary Sacrifice**

- 18.1 The provision of the Award shall apply.

### **18. Superannuation and Related Arrangements**

- 18.1 The Local Government Superannuation Scheme is Council's preferred provider of Superannuation; however employees can elect to participate in any alternate complying fund.
- 18.2 The provisions of clause 14(ii) of the Award shall apply as they relate to Salary Sacrifice Arrangements Specific to Superannuation.

### **19. Allowances, Additional Payments and Expenses**

- 20.1 The following provisions apply. All other Award provisions under this Clause do not apply.

#### 20.1.1 Level 1 Adverse Working Condition Allowance

The Award provisions for this allowance apply except that:

- (a) The allowance is only payable for the time actually worked in moderately obnoxious, offensive or dirty working conditions for example cleaning up human waste, toilets, nappies.
- (b) The allowance will be paid in minimum hourly lots.

#### 20.1.2 Travelling Allowance

The Award provisions for this allowance apply except that:

- (a) For the purposes of this subclause "normal place of work" shall mean all three TRAC locations (being Murwillumbah, Kingscliff and Tweed Heads Aquatic Centres).

The travel allowance is payable as per the Award where an employee is required to start and/or finish work at a location away from their 'normal place of work', and travel to and/from such location in their own time.

- (b) Where a staff member arrives for/commences work, as rostered, at one of Council's three TRAC facilities and is then redirected to work from an alternate/additional TRAC facility, and is required to utilise their own vehicle for this purpose, travel allowance provisions do not apply, however a claim can be made under the Vehicle Allowance provisions of clause 20.1.3 below. (Note: this provision does not apply to Split Shift staff where two work periods in the day are based on different sites)
- (c) Council can change an employee's normal place of work to a location other than Council's listed TRAC facilities on provision of two weeks' notice. Either verbal or written notice is deemed sufficient to meet this notice requirement. In making such changes regard will be given to the employee's personal circumstances including any family and carers responsibilities.
  - i. Should Council for operational reasons require a change to an employee's normal place of work without the full two (2) weeks' notice being provided, Council will pay a travelling allowance for the duration of the period of notice not provided. For example where no notice is provided the allowance is payable for two (2) weeks, however where one (1) weeks' notice is provided the allowance is only payable for the remaining one (1) week.
  - ii. This allowance is only payable where the distance from home to the new location exceeds the distance travelled from home to the previous allocated starting point or work location.

### 20.1.3 Certificates, Licences and other Approvals

Where an employee engaged in child-related work is required by Council to undertake a Working with Children Check as provided by the *Child Protection (Working with Children) Act 2012* (NSW), Council shall reimburse the employee for the cost of such Working With Children Check.

### 20.1.4 Vehicle Allowance

The vehicle allowance provisions of the Award apply.

### 20.1.5 Meal Allowance

The meal allowance provisions of the Award apply.

### 20.1.6 Supervisory Allowance

- (a) A supervisory allowance is payable for all hours actually worked by staff below the level of Job Grade 4A, when performing the duties associated with the role of Senior Pool Attendant.
- (b) The allowance is calculable as the difference between the employee's base rate of pay and the applicable competency point of the Job Grade 4A salary range.

## 20. Motor Vehicle Leaseback

20.1 The provisions of the Award do not apply.

## 21. Hours of Work

### 21.1 Ordinary Hours

- a) Except as otherwise provided, the full time ordinary hours of work are an average of thirty eight (38) hours per week (not including unpaid meal breaks) over a period of 28 days worked.
- b) Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday
- c) An unpaid meal break of a minimum of thirty (30) minutes shall be given and taken within the first five (5) hours of continuous work. Thereafter, a paid meal break not exceeding twenty (20) minutes shall be given and taken after a further five (5) hours continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate work health safety standards.

- d) An employee may be required to remain in the work area, during a break if a replacement staff member is not available and their absence has the potential to result in safety issues.
- e) In circumstances where a staff member is unable for operational reasons to take an uninterrupted meal break as prescribed above, they will be compensated by way of an additional one half hours pay at the appropriate hourly rate as an addition to the hours actually worked.
- d) Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.

## 22.2 Rosters

- a) Where practicable the employer will prepare rosters for full-time and part-time employees showing normal starting and finishing times and the surnames and initials of each employee. The rosters will be provided to employees via appropriate means (e.g. noticeboard, email etc).
- b) A roster can be altered by mutual consent at any time and may be altered by the employer on seven days' notice. Where practicable, two weeks' notice of changes to days off should be given provided that days off may be changed at any time by mutual consent.
- c) The minimum hours of work per rostered day for a part-time or full-time employee shall be two (2) hours.

## 22.3 Saturday and Sunday work

- a) Employees required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:
  - i. Saturday work 25% in addition to the ordinary hourly rate of pay
  - ii. Sunday work 50% in addition to the ordinary hourly rate of pay
- b) The penalties prescribed in this clause shall be in substitution for and not cumulative upon the shift work penalty prescribed in the Shift Work provision of this Agreement (clause 22.4).
- c) For the purpose of this clause, the rates prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees including Council employed casuals.

## 22.4 Shift work

- a) A shift penalty of twenty (20) per cent shall be paid in addition to the ordinary rate of pay for all ordinary hours worked outside the spread of hours of 5:00 am to 11:00 pm, Monday to Friday.

## 22.5 Split Shifts

- a) A split shift is a work schedule where an employee's workday is broken into two distinct periods of work separated by a period of unpaid time off.
- b) An employee may be rostered to work a split shift on any day provided that:
  - i. The shift is not broken into more than two parts;
  - ii. The total combined length of the shifts in any given day is not less than three (3) hours, exclusive of meal breaks; and
  - iii. The span of hours from start of the first part of the shift to the end of the second part of the shift is not more than 12 hours.

## 22. Overtime

- 23.1 The provisions of the Award shall apply except that the call back provision relating to a minimum four hour call back (found at clause 19D(ii) of the 2014 Award) is amended with the addition of the following condition:

- a) "Part time employees who are called back to work are not entitled to the minimum four hours and are not entitled to overtime rates of pay unless the total hours worked is in excess of 38 hours in one week."

## 23. Holidays

- 24.1 The provisions of the Award shall apply.

## 24. Leave Provisions

- 24.1 The provisions of the Award shall apply.

## **25. Flexibility for Work and Family Responsibilities**

- 25.1 Council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. Council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.
- 25.2 The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

## **26. Phased Retirement**

- 26.1 The provisions of the Award shall apply.

## **27. Health and Wellbeing**

- 27.1 The provisions of the Award apply in conjunction with the provisions detailed in Council's Sick Leave Protocol.

## **28. Part-Time Employment**

- 28.1 The provisions of the Award shall apply.

## **29. Casual Employment**

- 30.1 A casual employee shall mean an employee engaged on a day to day basis.
- (a) A casual employee shall receive the hourly rate of pay as set out in Table 1 Salary System
  - (b) In addition to the amounts prescribed by sub clause (a) of this clause, a twenty five (25) percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave (including but not limited to annual leave, long service leave and sick leave) and severance pay, except for paid parental leave prescribed by this Agreement. Casual loading is not payable on overtime.
  - (c) A casual employee will not be offered to work overtime in a position held by a permanent employee of Council, if such employee is available and willing to work that overtime.
  - (d) Overtime shall be paid to a casual employee for the hours worked in excess of those prescribed in clause 21 Ordinary Hours (of this Agreement).

- (e) Clause 26 (vii) of the Award which relates to the entitlements of Casual Employment applies.

### **30. Job Share Employment**

- 31.1 The provisions of the Award shall apply.

### **31. Labour Hire**

- 31.1 The provisions of the Award shall apply.

### **32. Multiple Employment**

- 32.1 The provisions of the Award shall apply.

### **33. Junior and Trainee Employment**

- 33.1 The provisions of the Award shall apply.

### **34. Training and Development**

- 35.1 The parties recognise that in order to achieve efficiency and productivity for TRAC operations an investment and commitment to structured learning and development is required.
- 35.2 Council will provide training and/or professional development relevant to an Employee's role and to ensure operational effectiveness and efficiency. Maintenance of qualifications and certificates that are requirements of a position will be paid for by Council.

### **35. Consultative Committees (Employee Representative Committee)**

- 36.1 The parties to this Agreement are committed to consultative and participative processes. Staff employed under this Agreement, are entitled to nominate for election to sit on Council's whole of Council Consultative committee.
- 36.2 This Committee will be constituted and managed in accordance with Award provisions and Council's Consultative Committee Protocol.

### **36. Appointment and Promotion**

- 37.1 The provisions of the Award shall apply.
- 37.2 Additionally, in the case of externally advertised positions, where an identical vacancy occurs within 6 months of filling of the previous vacancy (i.e. date of verbal acceptance), the merit list from the original recruitment process can be reactivated at managements discretion.

### **37. Term Contracts**

- 38.1 The provisions of the Award shall apply.

### **38. Grievance and Dispute Procedures**

- 39.1 The provisions of the Award shall apply and are reproduced below.
- 39.2 At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the employer represented by the Association.
- (a) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
  - (b) A grievance or dispute shall be dealt with as follows:
    - i. The employee(s) shall notify their supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
    - ii. A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.



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

## **39. Disciplinary Procedures**

40.1 The provisions of the Award shall apply.

## **40. Work Health and Safety**

41.1 The provisions of the Award shall apply.

## **41. Termination of Employment**

42.1 The provisions of the Award shall apply.

## **42. Workplace Change and Redundancy**

43.1 The provisions of the Award shall apply.

## **43. Council Agreements**

44.1 The provisions of the Award do not apply.

## 45. Savings and Transitional

- 45.1 No employee shall receive a reduction in their hourly rate of pay (excluding any casual loading) as a result of the implementation of this Agreement.

## 46. Leave Reserved

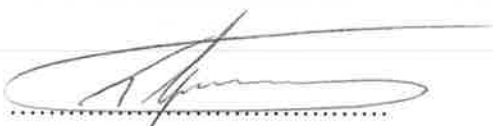
- 46.1 The Award provisions do not apply except for sub clauses 42(vii) (parental leave) and 42(ix) (annual leave).
- 46.2 Within 12 months of the Agreement commencing, Council undertakes to review the operation of the Level 1 Adverse Working Condition Allowance. In this regard, leave is reserved for the parties to this Agreement to apply to vary the Level 1 Adverse Working Condition Allowance set out in clause 20.1.1.

## 47. Area, Incidence and Duration

- 47.1 The Award provisions do not apply except that the Award negotiated percentage increases and applicable dates will apply to the Table 1 Salary System and all applicable allowances. If relevant to this agreement and to the business needs of the operation any new clauses negotiated as part of Award will be considered for inclusion in this agreement.

## 48. Signatories to the Agreement


For and on behalf of Tweed Shire Council



Mr Troy Green

General Manager

Date 22/8/2016



Witness

Date 22/8/2016

For and on behalf of the New South Wales Local Government, Clerical, Administrative, Energy, Airline and Utilities Union, Australia



Mr Graeme Kelly

General Secretary

Date 16.8.16



Witness

Date 16/8/16





Customer Service | 1300 292 872 | (02) 6670 2400

[tsc@tweed.nsw.gov.au](mailto:tsc@tweed.nsw.gov.au)

[www.tweed.nsw.gov.au](http://www.tweed.nsw.gov.au)



PO Box 816

Murwillumbah NSW 2484

