



Log of Claims

Clause 5 Skill Descriptors

- 1 Mandate 00-Soft with a suitable clause about job evaluation systems, like:

Where an employer proposes to use a job evaluation system to evaluate positions under the Award to be placed in the Salary System, then the employer shall use the 00-Soft job evaluation system.

- 2 Parties to work with 00-to review factors, weightings, etc.

Clause 6 Rates of Pay

- 3 Annual increases in rates of pay to maintain real wage rates.

Clause 7 Salary System

- 4 Add new clause on market rates, as follows:

Where an employer has advertised, but failed to attract suitably qualified candidates, the employer shall establish a market rate of pay and package of employment conditions sufficient to advertise the position to attract suitably qualified candidates to allow an appointment to be made.

Clause 16 Vehicle Leaseback

- 5 And new third dot point in 16A as follows:

If an employee can establish that a vehicle was offered as an incentive to attract and/or retain the employee and if the employee has had a motor vehicle under those arrangements for a minimum period of 5 years, then the motor vehicle shall be regarded as a condition of employment, and shall override any assertion made that it was not provided as a condition of employment.

Clause 21 A Sick Leave

- 6 Insert a paragraph prefacing sick leave entitlements as follows:

The parties to the Award recognise that health and wellbeing have a critical effect upon an employee and their access to sick leave. Employees who are healthier and have higher levels of wellbeing are accepted to be more productive and have fewer illnesses warranting access to sick leave and councils managing sick leave must address this principle consistent with opportunities available under clause 24 Health and Wellbeing.

Clause 21D Annual Leave

- 7 Introduce the option, at the employee's discretion, of taking annual leave at half pay or double pay as provided as an option for the LSL.

Clause 21E Long Service Leave

- 8 Delete "with the consent of the employer" in 21E(ii)(a).

Clause 22 Flexibility for Work and Family Responsibilities

- 9 Introduce as a default that a reasonable business case presented by an employee for flexible working arrangements, which is not consented to within the 21 days required pursuant to clause 21G Requests for Flexible Working Arrangements, shall constitute an agreement by the employer for those arrangements to be introduced.
- 10 Introduce as a clearly expressed default position that an application by an employee for flexible working arrangements where the employee has addressed operational issues in a reasonable way to ensure the employer's operational needs are met, shall not be refused.
- 11 Introduce a Working from Home Clause

Clause 24 Health and Wellbeing

- 12 Delete the words "are encouraged to develop" In 24(ii) and replace with "shall", so that all councils must develop a policy.
- 13 Review the development of facilitative policies in the industry and identify strategies to assist those councils struggling, hostile or uninterested.
- 14 Amend the LGNSW HR template to be more facilitative rather than restrictive.

Clause 32 Consultative Committees.

- 15 Introduce the process identified in the unions' joint statement on consultative committees into the provisions of 32B Size and Composition

Clause 36 Disciplinary Procedures

- 16 Introduce the following requirements to the employer's obligation to "properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct":

(ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct and provide the employee with procedural fairness as follows:

1. At the beginning of the disciplinary process, the employer and the employee will meet to determine the length of the investigation.
2. The employer shall provide sufficient resources to ensure that, unless there are complicating factors, any investigation should be concluded within four weeks.
3. If there are complicating factors, and the investigation cannot be concluded within four weeks, and the employer and employee will meet again to discuss and agree to an appropriate length of the investigation.
4. The person who investigates the employee must not have been involved in the matters the subject of investigation.
5. The person who investigates the employee must be suitably trained in conducting an investigation.
6. The investigator must provide to the employee all of the material upon which it seeks to rely.
7. The employee may nominate witnesses in support and the investigator shall interview those witnesses.
8. The investigator shall consider any material prepared by the employee.
9. The investigator shall not be subject to direction as to the conclusion reached.

10. The employer must provide a copy of the investigation report to the employee for comment before the employer makes a decision as to the matters the subject of the investigation.
11. If the employer finds any of the matters proven; the employer must provide the employee with a right to be heard as to the penalty, if any, to be imposed.
12. The employee shall be entitled to request the presence of a union representative at any stage

Clause 39 Workplace Change and Redundancy

- 17 Redraft sufficiently to require that employers are obliged in the 28 days notice period to provide “all relevant information” for the consideration of affected employees, consider mitigating damages etc.