

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/43

**TITLE:** Lake Macquarie City Council Enterprise Agreement 2006

**I.R.C. NO:** IRC5/6761

**DATE APPROVED/COMMENCEMENT:** 17 January 2006 / 2 January 2006

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/231.

**GAZETTAL REFERENCE:** 17 February 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 64

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Lake Macquarie City Council, located at 126-138 Main Road, Speers Point NSW 2284, except those designated as Senior Staff under the terms and conditions of the Local Government Act 1993, who fall within the coverage of the Local Government (State) Award 2004.

**PARTIES:** Lake Macquarie 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

# LAKE MACQUARIE CITY COUNCIL ENTERPRISE AGREEMENT 2006

## Table of Contents

	Page
<b>PART A</b>	7
1. Arrangement	6
2. Title	8
3. Statement of intent	8
4. Duress	8
5. Previous Awards and Agreements	8
6. Objectives of the Agreement	9
7. Security of Employment	9
8. Anti-Discrimination	9
9. Definitions	10
10. Skill Descriptors	12
11. Rates of Pay	16
12. Salary System	16
13. Use of Skills	16
14. Payment for Relief Duties/Work	17
15. Payment of Employees	17
16. Salary Sacrifice	17
17. Superannuation Fund Contributions	18
18. Allowances, Additional Payments and Expenses	18
(i) Disability Allowances	18
(ii) Sewer Chokes	19
(iii) Septic Tanks	19
(iv) Sewerage Treatment Works	19
(v) Employee Providing Tools	19
(vi) Telephone	20
(vii) Expenses	20
(viii) Car Allowances	20
(ix) Travelling Allowance within Council Boundaries Outdoor Staff	20
(x) Travelling Allowance Outside Lake Macquarie City Boundaries	21
(xi) Camping Allowance	21
(xii) Community Language, Signing and First Aid Work	22
(xiii) Meal Allowance	23
(xiv) External Works Outside Council Boundaries	23
19. Damage to Personal Items	23
20. Motor Vehicle Leaseback	24

21.	Residence	24
22.	Hours of work	24
	A. ORDINARY HOURS	24
	B. SATURDAY AND SUNDAY WORK	25
	C. SHIFT WORK	26
	D. FACILITATIVE PROVISIONS	26
	E. ROSTER DAYS	27
23.	Overtime	27
	A. GENERAL	27
	B. ON CALL	28
	C. CALL BACK	28
	D. ACCUMULATION OF TIME IN LIEU DAYS	29
	E. AFTER HOURS TELEPHONE CALLS	29
24.	Holidays	29
	A. GENERAL	29
	B. UNION PICNIC DAY	30
	C. NEWCASTLE SHOW	30
25.	Leave Provisions	30
	A. SICK LEAVE	30
	B. SICK LEAVE BONUS INDOOR STAFF	31
	C. CARERS LEAVE	32
	D. ANNUAL LEAVE	33
	E. ANNUAL LEAVE LOADING – OUTDOOR EMPLOYEES	34
	F. CONCESSIONAL LEAVE – OUTDOOR EMPLOYEES	34
	G. LONG SERVICE LEAVE	35
	H. LONG SERVICE LEAVE AT HALF PAY	36
	I. PAID MATERNITY LEAVE	36
	J. PAID PATERNITY LEAVE	38
	K. SUPPORTING PARENT LEAVE	39
	L. OTHER PAID LEAVE	39
	M. LEAVE WITHOUT PAY	40
26.	Flexibility For Work And Family Responsibilities	40
27.	Part-Time Employment	41
28.	Casual Employment	41
29.	Temporary Employment	42
30.	Job Share Employment	42
31.	Junior and Trainee Employment	43
	A. GENERAL	43
	B. JUNIOR EMPLOYMENT	43

C. TRAINEE EMPLOYMENT AND APPRENTICESHIPS	43
D. GOVERNMENT FUNDED TRAINEESHIPS	44
32. Training and Development	45
33. Performance Evaluation and Reward	47
A. ENTERPRISE	47
B. INDIVIDUAL/TEAM	47
34. Consultative Committees	48
A. AIM	48
B. SIZE AND COMPOSITION	48
C. SCOPE OF CONSULTATIVE COMMITTEES	48
D. MEETINGS AND SUPPORT SERVICES	48
35. Appointment and Promotion	49
36. Term Contracts	49
37. Grievance and Dispute Procedures	49
38. Disciplinary Procedures	51
A. EMPLOYEE'S RIGHTS	51
B. EMPLOYER'S RIGHT AND OBLIGATIONS	51
C. PROCEDURES	51
D. PENALTIES	52
39. Occupational Health & Safety	52
A. OBJECTIVE	52
B. ACCOMMODATION AND SHELTER	52
C. SPECIFIC PROVISIONS	52
40. Termination of Employment	53
41. Workplace Change and Redundancy	53
42. Competitive Tendering	59
43. Use of External Resources	60
44. Union Meetings	60
45. Licence Reimbursement Outdoor Staff	60
46. External Contract Works	61
47. Benefit Valuation	61
48. Area, Incidence and Duration	62
49. Leave Reserved	62

***PART B***

**MONETARY RATES**

Table 1: Rates of Pay	66
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Table 2: Allowances	69
Schedule 1:	71
Minimum Standards of Caravan Accommodation to be provided to Employees Required to Camp Out	

**PART A**

1. ARRANGEMENT

<b>Clause No.</b>	<b>Subject Matter</b>
18.	Allowances, Additional Payments and Expenses
8.	Anti-Discrimination
35.	Appointment and Promotion
48.	Area, Incidence and Duration
47.	Benefit Evaluation
28.	Casual Employment
42.	Competitive Tendering
34.	Consultative Committees
19.	Damage to Personal Items
9.	Definitions
38.	Disciplinary Procedures
4.	Duress
46.	External Contract Works
26.	Flexibility for Work and Family Responsibilities
37.	Grievance and Dispute Procedures
24.	Holidays
22.	Hours of Work
30.	Job Share Employment
31.	Junior and Trainee Employment
25.	Leave Provisions
49.	Leave Reserved
45.	Licence Reimbursement Outdoor Staff
20.	Motor Vehicle Leaseback
6.	Objectives of the Agreement
39.	Occupational Health and Safety
23.	Overtime
27.	Part-Time Employment
14.	Payment for Relief Duties/Work
15.	Payment of Employees
33.	Performance Evaluation and Reward
5.	Previous Awards and Agreements
11.	Rates of Pay
21.	Residence
16.	Salary Sacrifice
12.	Salary System
7.	Security of Employment
10.	Skill Descriptors
3.	Statement of Intent
17.	Superannuation Fund Contributions
29.	Temporary Employment
36.	Term Contracts
40.	Termination of Employment

- 2. Title
- 32. Training and Development
- 44. Union Meetings
- 43. Use of External Resources
- 13. Use of Skills
- 41. Workplace Change and Redundancy

***PART B***

Table 1: Rates of Pay

Table 2: Allowances

Schedule 1: Minimum Standards of Caravan Accommodation to be provided to Employees Required to Camp Out.

## **2. TITLE**

This agreement shall be referred to as the Lake Macquarie City Council Enterprise Agreement 2006.

## **3. STATEMENT OF INTENT**

The parties to the Agreement are committed to co-operating positively to increase the structural efficiency of Lake Macquarie City Council and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:-

- Improve skill levels and establish skill-related career paths;
- Eliminate impediments to multi-skilling;
- Broaden the range of tasks which a worker may be required to perform;
- Achieve greater flexibility in workplace practices;
- Eliminate discrimination;
- Establish rates of pay and conditions that are fair and equitable;
- Work reasonable hours;
- Ensure flexibility for work and family responsibilities; and
- Ensure the delivery of quality services to the community and continuous improvement.

Council will also continue to investigate and implement measures to create a more flexible and family friendly workplace by introducing and supporting the initiatives such as the Graduated Retirement Program.

Council's staffing levels for permanent, permanent part-time and long-term casuals or seasonal workers (eg 5 years minimum) are identified as being 420 indoor, 331 outdoor, and 51 long-term casuals or seasonal employees as at 1 November 2000.

It is acknowledged that these figures may be affected by external circumstances such as a reduction and or fluctuation of Federal or State government grants that are beyond council's control. It is however, council's intent to maintain as a minimum and if possible to increase these numbers during the life of this agreement.

## **4. DURESS**

This Agreement was freely entered into, without duress, by all the parties who support and endorse the provisions contained herein.

## **5. PREVIOUS AWARDS AND AGREEMENTS**

This Agreement rescinds and replaces in its entirety The Lake Macquarie City Council Enterprise Agreement 2000, unless specified in the body of this Agreement.

This Agreement does not rescind and replace:-

- The Agreement dated 1 October 1993 concerning introduction of council's One Man Garbage Service;
- The Agreement reached on 11 February 1992 concerning amalgamation of the Night Garbage Services;
- The Night Shift Agreement; extending to all Civilake staff;
- Afternoon Shift Workshop Agreement;
- The Wet Weather Agreement;
- The Beach Life Guards Time in Lieu Agreement;
- The Community Planning 35 Hour Agreement;
- The Nine Day fortnight Agreement covering:-
  - Mechanical Services
  - Information Technology, and
  - Development Assessment and compliance
- 2-Tonne Vehicle Agreement

## **6. OBJECTIVES OF THE AGREEMENT**



The objectives of this Agreement are:

- The provision of the highest quality services, both to the community of Lake Macquarie and to our internal customers, at all times.
- The attainment of strategies, objectives and action plans of the Lake Macquarie City Council's Management Plan.
- The enhancement of the image and profile of Lake Macquarie City Council and the City of Lake Macquarie.

The objectives of this Agreement will be achieved through:-

- The creation of a high performance, high trust organisation through a genuine partnership between Management, Staff, Unions, Councillors and the Community.
- The embracing of change and a commitment to continuous improvement by all within council.
- The development of a flexible learning organisation based upon teamwork, flexibility, competency in skills and opportunities for development.
- The development of an organisation focussed on the customer, driven by achievement of results.
- The upskilling of the organisation by training of existing staff being the nominated preferred option.
- Any changes to council policies relating to the employees of council shall be done in consultation with the Consultative Committee.

The reward for achieving these objectives will be:-

- Improved quality of service, enhanced productivity and the development of new services.

## **7. SECURITY OF EMPLOYMENT**

In realising the objectives of this Agreement, it is understood that improvements in productivity, efficiency, and reliability will have a direct effect of enhancing the job security of all council employees.

The parties are committed to enhancing the security of employment for all employees. It is recognised that in a work environment of continuous improvement, changes to jobs and functions within the organisation may result. Should change occur, management and staff affected shall work together to ensure that the skills required are gained to enable employees to accept new responsibilities.

Where staff level requirements need to change, the preferred option will be the natural turnover of staff to satisfy the adjustments.

The parties are committed to the provision of training and development opportunities for any staff affected by these changes.

## **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 prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of 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 the 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 unlawful discrimination or harassment.
- iv. Nothing in this clause is to be taken to affect:
  - 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 this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- v. This clause does not create legal rights or obligations in addition to those imposed upon the 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:
- c) "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

#### **9. DEFINITIONS**

- i.
  - a) Council means a Municipal, City, Shire, County council or council within NSW as defined in the Local Government Act 1993. This definition shall be read subject to the allocation of responsibilities as specified in the Local Government Act 1993. Council shall also mean City of Penrith Regional Indoor Aquatic and Recreation Centre Limited (Ripples).
  - b) General Manager shall mean a person appointed in accordance with section 334 of the Local Government Act, 1993 to discharge the duties and responsibilities of the office of general manager as set out in section 335 of the Local Government Act, 1993 and such other duties that council may delegate to the general manager. When carrying out these duties, the general manager is acting on behalf of council.
- i. Association means the Local Government Association of New South Wales and/or the Shires Association of New South Wales.
- ii. Union means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers' Association of New South Wales (LGEA); the Development and Environmental Professionals' Association (DEPA); and the Nurses' Association of New South Wales.
- iii. 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
  - Disability allowances
  - Climatic, west of the line allowances
  - Tool allowances
  - On call allowance
  - First aid allowance
  - Community language and signing work allowances.

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

- Overtime payments
- Camping allowance
- Travelling allowances
- Sewer chokes allowance
- Car allowances

- Meal allowances.
- iv. Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- v. Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- vi. 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.
- vii. Complying superannuation fund has the same meaning as in the Superannuation Industry (Supervision) Act 1993 (Cth).

## 10. SKILL DESCRIPTORS

The Agreement structure consists of skill based bands and levels that are defined according to the following skill descriptors:-

### i. Operational Band 1, Level 1

Authority and accountability: Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving: Judgement is limited and coordinated by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on-the-job training and council-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills: Not required.

Interpersonal skills: Limited to communications with other staff and possibly, with the public.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work/skills experience is desirable.

### ii. Operational Band 1, Level 2

Authority and accountability: Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills: Not required.

Interpersonal skills: Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience: Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

### iii. Operational Band 1, Level 3

Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills: Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills: Some guidance/supervision may be required. May assist a coordinator/trainer with on-the-job training.

Interpersonal skills: Skills required for exchange of information on straightforward matters.

Qualifications and experience: Suitable experience or qualifications in a number of defined skill areas.

**iv. Operational Band 1, Level 4**

Authority and accountability: Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving: Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills: The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills: Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills: Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience: Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

**vi. Administrative/Technical/Trades Band 2, Level 1**

Authority and accountability: Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving: Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills: Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills: Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills: Communication skills to explain situations or advise others.

Qualifications and experience: Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

**vii. Administrative/Technical/Trades Band 2, Level 2**

Authority and accountability: Responsibility as a trainer/coordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical/administrative skills.

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills: Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills: May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills: In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical/trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

**viii. Administrative/Technical/Trades Band 2, Level 3**

Authority and accountability: May be responsible to provide a specialised/technical service and to complete work which has some elements of complexity. Make recommendations within council and represent council to the public or other organisations.

Judgement and problem solving: Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills: Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills: May supervise groups of operational and/or other administrative/trades technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills: Skills to communicate with subordinate staff and the public and/or negotiation /persuasive skills to resolve disputes with staff or the public.

Qualifications and experience: An advanced certificate, associate diploma, appropriate inhouse training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

#### **ix. Professional/Specialist Band 3, Level 1**

Authority and accountability: Provides specialised/technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within the council, and assistance is usually available from other professional/ specialist staff in the work area.

Specialist knowledge and skills: Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills: Positions at this entry level to the Professional/ Specialist Band are not required to possess management skills.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience: Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

#### **x. Professional/Specialist Band 3, Level 2**

Authority and accountability: Provides a specialised/technical service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and/or determine progress.

Specialist knowledge and skills: Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills: May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and coordination skills.

Interpersonal skills: Interpersonal skills in leading and motivating staff in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

#### **xi. Professional/Specialist Band 3, Level 3**

Authority and accountability: Provides a professional advisory role to people within or outside council. Such advice may commit the council and have significant impact upon external parties dealing with council. The position may manage several major projects or sections within a department of the council.

Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills: The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills: May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside council and to liaise with external bodies.

Qualifications and experience: Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

#### **xii. Professional/Specialist Band 3, Level 4**

Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to council on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or council in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of council or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills: Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience: Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

#### **xiii. Executive Band 4**

Authority and accountability: Accountable for the direction and control of council or a department or the like. Influence and commit council or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills: The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to council.

Management skills: Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of council or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives.

Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the council's clients.

Interpersonal skills: Positions use persuasive skills with external parties on major items of critical importance to council. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the council.

Qualifications and experience: Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

#### **11. RATES OF PAY**

- i. The rates of pay are established for positions with the skills descriptors as defined in Clause 10, Skill Descriptors.
- ii. Council has a salary system to complement the skills-based structure and allow progression across a grade.
- iii. An employee's current weekly rate of pay for the purposes of the Workers Compensation Act, 1987 shall be the rate paid to the employee under the salary system.

#### **12. SALARY SYSTEM**

- i. A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- ii. The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Agreement by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.
- iii. Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in council's salary system or level as prescribed by Clause 5 Skills Descriptors.
- iv. Progression through the salary system shall be based upon the acquisition and use of skills. Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be set in consultation with the employee(s).
- v. Subject to subclause (iv), skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.
- vi. Employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- vii. At the time of assessment, council 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.
- viii. The salary system shall include a process by which employees can appeal against their assessment.
- ix. Employees shall have access to information regarding the grade, salary range and progression steps of the position.

#### **13. USE OF SKILLS**

- i. The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- ii. The council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- iii. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- iv.
  - a) 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.
  - b) Subject to subclause (xi) of Clause 18, Allowances, Additional Payments and Expenses, employees who are required by council to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.
- v. Council will whenever possible use existing staff rather than externally appointed persons, to fill temporary vacated positions until such times as they are permanently filled. This will enable

council to expand the skills of permanent employees and provide on the job training for existing staff and demonstrate council's commitment to the training and development of existing staff resources.

#### **14. PAYMENT FOR RELIEF DUTIES/WORK**

- i. An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills/experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- ii. Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an agreement holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 25 Part C(v) of this Agreement.
- iii. An Award employee who is required to relieve in a senior staff position, so designated under the Local Government Act, 1993, shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

#### **15. PAYMENT OF EMPLOYEES**

- i. Employees shall be paid either weekly or fortnightly or any other period by agreement on a fixed regular pay day.
- ii. Council shall fix a regular payday, between Monday and Friday inclusive. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- iii. Payment shall be by cash, cheque or direct credit to the employee's nominated account.
- iv. The council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- v. An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control.
- vi. Council shall pay by direct deposit to the employee's nominated account. Council will pay an amount of \$35.00 to each person in its employ in the pay prior to Christmas each year to cover the charges made by financial institutions. In the event that bank charges vary significantly for any reason such as the GST, the amount of \$35.00 shall be subject to an annual review to offset such a variation.

#### **16. SALARY SACRIFICE**

- i. Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- ii. Benefits that may be salary sacrificed include child care facilities operated by council on its premises; and additional superannuation and motor vehicles supplied by council under lease back arrangements where the amount to be salary sacrificed for leaseback of a council motor vehicle is that part of the lease back fee that exceeds council's fringe benefit tax liability.
- iii. The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable.
- iv.
  - a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both council and the employee.
  - b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the council shall not unreasonably refuse the request.
- v. The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.



- vi. The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- vii. The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- viii. The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- ix.
  - a) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
  - b) The council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- ix. A salary sacrifice arrangement shall cease on the day of termination of employment.
- x. A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- xi. Council may maintain and/or enter into other salary sacrifice arrangements with employees.

## **17. SUPERANNUATION FUND CONTRIBUTIONS**

Subject to the provisions of the Industrial Relations Act 1996, a council shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.

## **18. ALLOWANCES, ADDITIONAL PAYMENTS AND EXPENSES**

### **i. Disability Allowances**

- a) A disability allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with the nature of duties performed by outdoor staff.
- b) This allowance shall be paid at the rate set out in Table 2 of Part B of this Agreement and shall be paid for all purposes of the Agreement but shall not attract any penalty. The following employees shall be entitled to be paid the allowance.
- c) All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative/Technical /Trades Band 2.

Excepting staff engaged in the following functions:

- Administration
  - Civic Centre, Recreation and Theatre
  - Community Services
  - Finance
  - Garbage, Sanitary and Sullage
  - Managing Saleyards
  - Noxious Plant Inspection
  - Ordinance Control
  - Public Relations
  - Supervising in Band 2
  - Technical Services
  - Works Supervisor
- d) All employees classified in the Operational Band 1, of this Agreement (except for supervisors), who are employed in garbage, sanitary and sullage collection work or engaged at garbage tips, in street sweeping and in cleaning offensive materials from gutters or storm water drains, shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in Table 2 of Part B of this Agreement. This allowance shall be paid for all purposes of the Agreement but shall not attract any penalty.

The disability allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

**ii. Sewer Chokes**

Employees clearing sewer chokages shall be paid at the rate set out in Table 2 of Part B of this Agreement whilst so engaged.

**iii. Septic Tanks**

Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets by other than mechanical means. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

**iv. Sewerage Treatment Works**

Employees clearing sewer blockages shall be paid at the rate set out in Table 2 of Part B of this Agreement per choke.

**v. Employee Providing Tools**

a) Where the employee and the council agree that the employee shall supply their own tools, a tool allowance shall be paid as follows: -

b)

Per Week \$

- Bricklayer Table 2 of Part B
- Carpenter and Plumber Table 2 of Part B
- Metals and Mechanical Trades Table 2 of Part B
- Painter and Signwriter Table 2 of Part B
- Plasterer Table 2 of Part B

c) Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.

d) Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.

e) Compensation of Tools - The council shall reimburse the employee to a maximum per annum as set out in Table 2 of Part B for loss of tools by breaking and entering whilst securely stored at the council's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the council's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

Provided for the purposes of this clause:-

e) Only tools used by the employee in the course of their employment shall be covered by this clause;

f) The employee shall, if requested to do so, furnish the council with a list of tools so used;

g) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;

h) The employee shall report any theft to the police prior to making a claim on the council for replacement of stolen tools.

**vi. Telephone**

Where an employee and council agree that a telephone installed at the employee's residence can be used as a means of communication to such employee the council shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on council's behalf.

#### **vii. Expenses**

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the council and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the council and the employee. Travelling arrangements shall be agreed between council and the employee.

#### **viii. Car Allowances**

- a) Where by agreement an employee supplies a car, the allowance to be made for the use and depreciation of such vehicle shall be: -
  - Kilometres travelled each year on official business                      Cents per kilometre
  - Under 2.5 litres (nominal engine capacity)                                      Table 2 of Part B
  - Litres (nominal engine capacity) and over                                      Table 2 of Part B
- b) Where the car is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum payment as set out in Table 2 of Part B. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid maternity leave shall not be counted when calculating the minimum quarterly payment.
- c) Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (a) and shall not be entitled to the minimum payment as set out in paragraph (b).
- d) Any agreement to pay the allowance under this clause may only be terminated by 12 months notice by either party or by the employee's termination of employment.

#### **viii. Travelling Allowance within Council Boundaries - Outdoor Staff**

- a) Outdoor staff who work, or are required to commence and cease duty, at the council's Works depot, or at any other starting point at the normal commencing and finishing times shall be paid a travelling expense allowance of (See Table 2 of Part B) per day where the distance from the employee's permanent place of residence is less than three (3) kilometres.
- b) Outdoor staff who work, or are required to commence and cease duty, at the council's Works depot, or at any other agreed starting point at the normal commencing and finishing times shall be paid a travelling expense allowance of (See Table 2 of Part B) per day where the distance from the employee's permanent place of residence is more than three (3) kilometres.
- c) Outdoor staff who are required to commence and or cease duty at a location away from council's Works Depot at the normal commencing and finishing times shall be paid a traveling expense allowance of (See Table 2 of Part B) per day.
- d) The payment of this allowance shall be contingent on the employee arranging his or her own means of travel.
- e) The allowance prescribed in this clause paragraph shall also apply to those outdoor staff required to attend council's Works Depot to have work allocated and then arrange their own means of travel to the job.
- f) The above provisions do not apply to employees who have the use of a council vehicle or item of plant to travel from their permanent place of residence to their place of work.

#### **x. Travelling Allowance Outside Lake Macquarie City Boundaries**

The allowance covered in this clause shall only apply to employees who are required to travel outside of their ordinary hours and beyond council's boundary for external contractual or income-earning works. For the purposes of calculation, the allowance will be paid for the kilometres travelled one-way from the city boundary by the shortest route to the job site.

For outdoor staff required to travel to a location outside the Lake Macquarie City boundaries for work being performed on a contractual or income earning basis the following allowance shall apply:-

- a) Outdoor staff who are required to commence and cease duty at the council's Works Depot shall be paid a travelling expense allowance in accordance with clause 18(ix)(a) or 18 (ix)(b) or 18(ix)(c) as applicable.
- b) Outdoor staff who travel by their own means or as a passenger in a council vehicle to and from a job location outside the City boundaries prior to commencement and after completion of work shall be paid a travelling expense allowance based on the shortest travelling distance by road between the City boundary and the job site in accordance with Table 2 of Part B.
- c) The allowance prescribed in this paragraph shall also apply to those outdoor staff required to attend council's Works Depot to have work allocated and then arrange their own means of travel to the job.
- d) Outdoor staff who drive a council vehicle between their residence and a job location outside the City boundaries prior to commencement and after completion of work shall be paid (in lieu of the caretaker allowance as specified in the "2 Tonne Truck Agreement") a travelling expense allowance based on the shortest travelling distance by road between the City boundary and the job site in accordance with Table 2 of Part B.
- e) Arrangements concerning the transportation of employees to and from external works shall be negotiated between the supervisor and the employee/s concerned prior to the commencement of such works.

**xi. Camping Allowance**

- a) Employees who are required by council to camp out or where no reasonable transport facilities are available to allow them to proceed to and from their homes each day shall be paid a camping allowance at a rate set out in Table 2 of Part B for each night the employee camps out.
- b) A council shall pay the camping allowance in advance if requested, where council requires the employee to camp out for all of the rostered working days in a week. The council shall be reimbursed the camping allowance that has been paid in advance excepting where the camp has been shortened or cancelled for reasons beyond the employee's control.
- c) When employees are required to camp, all travelling between their respective depots and camp site at the beginning and/or completion of the camp be undertaken during normal working hours. If the employees are required to travel outside normal working hours they shall be paid the appropriate travelling allowance in accordance with subclause (ix) of this clause.
- d) All time occupied in setting up or in shifting camps during the ordinary working hours shall be paid for at ordinary rates. Should employees be required to shift camp at times other than during their ordinary hours of work they shall be paid time and a half rates for the time occupied.
- e)
  - 1) Council shall provide transport for employees, who are required to camp out from the council depot at the commencement of each working week and to return to such depot at the finish of each working week or when the employees are camped for a period less than one week at the commencement and finish of the period in which the employees are required to camp out.
  - 2) Notwithstanding (1) above, transport may be mutually arranged between the council and the employee(s) and shall remain at all times with those employee(s) required to camp.
- f) The council shall provide free transport once each week to enable commodities for use in camp to be obtained by the employees from the nearest suitable location. For the purpose of this subclause, the camping allowance prescribed in paragraph (a) shall be payable to the employees so concerned.
- g) No employee shall be required to camp without at least 24 hours notice unless such employee agrees to do so.
- h) Where reasonably practicable to do so the council shall arrange for perishable foods to be purchased on the morning prior to the time of departure on that day.

- i) Minimum standards of caravan accommodation to be provided to employees required to camp out are contained in Schedule 1 of this Agreement.

**xii. Community Language, Signing and First Aid Work**

a) Community Language and Signing Work

- 1) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the weekly rate of pay as set out in Table 2 of Part B. The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- 2) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- 3) Such employees convey straightforward information relating to council services, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
- 4) Such employees shall record their use of a community language according to council established policy.

b) First Aid Work

- c) Where an employee is required by council to be in charge of a first aid kit and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary system established by the council, the employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B. Evacuation Wardens shall be paid the same rate and in line with the First Aid allowance.

d) Additional Skills Criteria

- 1) Where an employee is required by council to use community language or first aid skills in the performance of their duties:-
  - Council shall provide the employee with the opportunity to obtain accreditation from a language aide or first aid accreditation agency.
  - The employee shall be prepared to be identified as possessing the additional skill(s).
  - The employee shall be available to use the additional skill(s) as required by council.
  - Such training shall form part of a council's training plan and budget, in accordance with the requirements of Clause 30 of this Agreement.

e) Savings

These provisions identify minimum criteria only, and shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangement existing at the date the Agreement was varied to give effect to this clause. They shall not however be cumulative upon such existing payments.

**xiii. Meal Allowance**

A meal allowance set out in Table 2 of Part B shall be paid to employees instructed to work overtime:-

- a) For two hours or more prior to their agreed commencing time.
- b) For two hours immediately after their agreed finishing time and after subsequent periods of four hours.
- c) After each four hours on days other than ordinary working days.

**xiv. External Works Outside Council boundaries**

Employees shall not be required to exceed 12 hours in any one day inclusive of time spent travelling from the employees residence to the agreed job site and the time spent returning home to the employees residence from the job site. Council may arrange overnight accommodation at council's cost to avoid this scenario.

**Table 1.1.**

Distance Between Boundary and Job Site	Travelling Allowance Per Day Clause 18(ii)	Travelling Allowance Per Day Indoor staff with Leaseback
Up to 15 kms	\$6.92	\$6.63
Each additional 15 kms or part thereof	\$6.92	\$3.32

## **19. DAMAGE TO PERSONAL ITEMS**

Where an employee during the course of work, sustains damage to clothing and personal items, ie prescription glasses, watches, etc [other than protective clothing issued by council which is covered by clause 40 of this Agreement] by fire, molten metal, tar or any corrosive substances or through any other circumstance which is not attributable to the employee's negligence, the employee shall be compensated by council to an agreed amount.

## **20. MOTOR VEHICLE LEASEBACK**

- i. Where a council and an employee enter into a Motor Vehicle Lease Back Agreement on or after the date of the commencement of this Agreement, the council shall give a minimum of 12 months written notice of termination of the Agreement.
- ii. The notice requirement of this clause shall not apply on termination of employment; loss of licence; breach of the Leaseback Agreement or if the employee accepts a new position with the council.

## **21. RESIDENCE**

Where an employee is supplied by the council with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between the council and the employee. The rental value as agreed may be deducted from the pay of the employee.

## **22. HOURS OF WORK**

### **A. ORDINARY HOURS**

- i. Except as otherwise provided, the ordinary hours of work shall be 38 hours per week arranged on one of the following bases:
  - 38 hours within one week provided that at least two days off shall be granted; or
  - 76 hours within two weeks provided that at least four days off shall be granted; or
  - 114 hours within three weeks provided that at least six days off shall be granted; or
  - 152 hours within four weeks provided that at least eight days off shall be granted.
- ii. The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:-
  - Administration;
  - Building Surveying;
  - Community Services (Professional/Specialist Band 3);
  - Engineering (Professional and Trainees);
  - Executive Band;
  - Finance;
  - Health Surveying;
  - Library;
  - Public Relations;
  - Technical Services; and

- Town Planning.

The ordinary hours for employees working 35 hours per week shall be arranged on one of the following basis:-

- 35 hours within one week provided that at least two days off shall be granted; or
  - 70 hours within two weeks provided that at least four days off shall be granted; or
  - 105 hours within three weeks provided that at least six days off shall be granted; or
  - 140 hours within four weeks provided that at least eight days off shall be granted.
- iii. Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.
- iv. The ordinary hours for employees engaged in the following functions shall be between Monday and Friday:-
- Building Surveyors;
  - Crematoriums and Cemeteries;
  - Engineering (Professional and Trainees);
  - Finance;
  - Health Surveyors;
  - Road Construction and Maintenance;
  - Sale Yards;
  - Stores and Depots;
  - Town Planning; and
  - Trade functions.

The ordinary hours for employees engaged in general administration shall be between Monday and Friday except where such administrative duties are associated with work in functions where a different spread of hours is applicable.

- i. An employee's commencement and/or finishing times may be altered by agreement. Such agreement must be in writing and must be genuine with no compulsion to agree.
- ii. An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours of continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five 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 occupational health and safety standards.
- iii. Employees shall not be required to exceed 12 hours in any one day inclusive of time spent travelling from the employees residence to the agreed job site and the time spent returning home to the employees residence from the job site. Council may arrange overnight accommodation at council's cost to avoid this scenario.

## **B. SATURDAY AND SUNDAY WORK**

- i. Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.
- ii. The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the ordinary hourly rate of pay for work on a Saturday and a 100% penalty in addition to the ordinary hourly rate of pay for work on a Sunday:-
- Beach inspectors;
  - Cleaning;
  - Garbage;
  - Mechanical Trades (Workshops);
  - Parks and Reserves;
  - Rangers and parking officers;

- Sanitary;
  - Sewerage;
  - Sullage;
  - Waste; and
  - Water
- iii. An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
- a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
  - b) Council will not unreasonably withhold agreement to such a request;
  - c) Any such agreement shall not apply to new or vacant provisions;
  - d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this sub-clause, council shall not be required to pay the penalty rate provided by sub-clauses (i) and/or (ii).

### **C. SHIFT WORK**

An employee whose normal spread of hours finishes after 6pm and at or before midnight shall receive a shift allowance of (see Part B Table 2) for each shift so worked, unless the provisions listed below are more beneficial to the employee in which case these will then apply.

The Night Shift for CiviLake Agreement and the Workshop Afternoon Shift Agreement are to apply in conjunction with this Agreement.

- i. Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this sub-clause.
- ii. Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:-
 

• Aerodromes	5.00am to 10.00pm
• Caretakers	5.00am to 10.00pm
• Childcare	6.00am to 7.00pm
• Cleaners	5.00am to 9.00pm
• Entertainment, Theatres and Hospitality	6.00am to 11.00pm
• Libraries	8.00am to 9.00pm
• Leisure Centres	5.00am to 11.00pm
• Parking Station Attendants	6.00am to 10.00pm
• Pools	5.00am to 11.00pm
• Rangers and Parking Officers	5.00am to 10.00pm
• Security/Watchpersons	5.00am to 10.00pm
- iii. Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- iv. With the exception of staff engaged in the function of street sweeping, employees in receipt of the higher disability allowance provided under clause 18(i)(b) of this Agreement shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by sub-clause (i).
- v. An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in clause 22(ii)(c), in lieu of the ordinary hours the employee would otherwise be rostered to work.
  - a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;



- b) Council will not unreasonably withhold agreement to such a request;
- c) Any such agreement shall not apply to new or vacant positions;
- d) Where an employee requests to work ordinary hours outside the relevant span of hours council shall not be required to pay a shift penalty for the actual time worked.

#### **D. FACILITATIVE PROVISIONS**

- i. An employee's commencement and/or finishing times may be altered by agreement. Such an agreement must be in writing and must be genuine with no compulsion to agree.
- ii. A council and the union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

#### **E. ROSTER DAYS**

Where practical, one (1) week's notice shall be given by the supervisor/manager of the need to work on a scheduled RDO. Before accruing an RDO, efforts shall be made to take the RDO on another day during that week or at a mutually convenient time.

### **23. OVERTIME**

#### **A. GENERAL**

- i. Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- ii. Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- iii. Overtime worked on Sunday shall be paid for at the rate of double time.
- iv. Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- v. An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay. This subclause shall not apply to employees who are on call or called back to work in accordance with this Agreement unless such employees are required to work:-
  - For four hours or more, or
  - On consecutive days without having had a ten hour break, or
  - On more than one occasion during the day outside of the four hour period.
- vi. Where there is prior agreement between the council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This sub-clause shall not apply to employees who are on call or called back to work. Employees shall be entitled to accrue time in lieu up to a maximum of fifteen (15) days. Alternative mutual agreements may be implemented in consultation between employees and management.
- vii. Where an employee is attending training, conferences or seminars and to attend will require additional time, eg for travel, over and above what the employee would normally work then it is a reasonable expectation that the employee will not claim overtime for such time. This includes where such training etc, occurs on weekends. Where any employee is directed to attend a meeting, training or seminar as part of their normal work, any additional (over and above normal work day) time spent, including travel, may be claimed as per the provisions of council's Enterprise Agreement with time in lieu being the nominated preferred option.

viii. Employees classified in the Executive Band 4 of this Agreement may be required, in addition to their ordinary hours, to attend meetings of council and standing and/or special committee meetings. For the purpose of this sub-clause, an employee who is required to attend meetings of the council and standing and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.

ix.

- a) Subject to paragraph (b), a council may require an employee to work reasonable overtime at overtime rates.
- b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:-
  - Any risk to the employee;
  - The employee's personal circumstances including any family and carer responsibilities;
  - The needs of the workplace;
  - The notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
  - Any other matter.

#### **B. ON CALL**

- i. For the purposes of this Agreement, an employee shall be deemed to be on-call if required by the council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work and/or supervise the call-out of other employees.
- ii. Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- iii. Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with Clause 22, Hours of Work shall be paid an on call allowance at a rate set out in Table 2 of Part B of this Agreement for each such day the employee is required to be on call.
- iv. Employees required to be on call on days other than their ordinary working days shall be paid an on call allowance at a rate set out in Table 2 of Part B of this Agreement for each such day the employee is required to be on call.
- v. Provided that the on call allowances in subclauses (iii) and (iv) of this clause shall not total more than the rate set out in Table 2 of Part B of this Agreement for any one week.
- vi. Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work.
- vii. For each public holiday an employee is required to be on-call, the employee shall be granted one-half day to be taken at an agreed time.

#### **C. CALL BACK**

- i. For the purposes of this Agreement, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- ii. Any employee who is called back to work as defined in subclause (i), shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.
- iii. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter

period. This subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

#### **D. ACCUMULATION OF TIME IN LIEU DAYS**

- i. Employees shall be entitled to accrue time in lieu up to a maximum of fifteen (15) days. An alternative arrangement for specific work groups may be agreed between the work group and the Group Manager and referred to the Consultative Committee for their endorsement.
- ii. The accrual of such time shall be by agreement.
- iii. The accrued time shall be taken at a time mutually convenient to the employee and the supervisor/manager.

#### **E. AFTER HOURS TELEPHONE CALLS**

- i. Employees who receive after hours telephone calls from the public and/or the after hours answering service, and it is outside their normal working hours, they shall receive a minimum of 30 minutes overtime per 24-hour period.
- ii. If calls exceed 30 minutes in total duration within the 24-hour period, the employee will be paid the actual overtime required for the duration of the calls.

### **24. HOLIDAYS**

#### **A. GENERAL**

- i. The days on which holidays shall be observed are as follows: New Years' Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- ii. In addition to the days provided for in subclause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- iii. Where any of the holidays prescribed by this Agreement fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- iv. Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this Agreement, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- v. Where an employee is required to work ordinary hours on a holiday as prescribed by this Agreement, the council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- vi. When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between the council and the employee.
- vii. All employees classified in the Operational Band of this Agreement employed in garbage, sanitary and sullage (other than the supervisor), who are required to work on a public holiday prescribed in this Agreement shall be paid for the day and receive in addition double time for the hours worked with a minimum payment of four (4) hours. This sub-clause shall also apply to workshop employees, specifically required to work in conjunction with the Garbage Section on a public holiday.

#### **B. UNION PICNIC DAY**

- i. Union Picnic Day shall for the purposes of this Agreement be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between the council and the union(s).

- ii. The union(s) shall advise the council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- iii. Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- iv. Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by council to make up time.

### **C. NEWCASTLE SHOW**

- i. There shall be the recognition of a one-day holiday Show Holiday for the purposes of the Newcastle Show. This day will be taken at a mutually convenient time during the period of the show on the Thursday or Friday of Show Week.
- ii. Where it is impractical for an employee to take the Show Holiday on the Thursday or Friday, then accrual of one day time-in-lieu will be credited to the employee's leave to be taken at a mutually convenient time.

## **25. LEAVE PROVISIONS**

To ensure consistent treatment of all employees in regard to the operation of the Roster Day Off system all leave taken shall be accrued at the employee's normal shift hours ie. 8.15 hours for those employees working a 38 hour week and 7.5 hours for those employees working a 35 hour week. For those employees on a 9 day fortnight the accrual shall be 7.75 hours for employees working a 35 hour week or 8.45 hours for those employees working a 38 hour week.

### **A. SICK LEAVE**

- i. Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions:-
  - a) The council shall be satisfied that the sickness is such that it justifies the time off; and
  - b) That the illness or injury does not arise from engaging in other employment; and
  - c) Proof of illness to justify payment shall be required after 3 separate periods of absence in each service year or where an absence exceeds 2 working days.
  - d) When requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- ii. Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority. A statutory declaration for sick leave up to 2 working days may also be submitted as proof of absence. It must state that the employee was ill and indicate the reasons why a medical certificate was unable to be obtained. Council reserves the right to investigate such claims.
- iii. The council may require employees to attend a doctor nominated by council at council's cost.
- iv. Employees may access up to 2 days from their sick leave entitlements each anniversary year in 2 hour increments to attend medical appointments, Employee Assistance Program appointments for themselves or family members they have carers responsibility for.
- v. 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.
- vi. Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the council and appointment to the service of another council does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate agreement at the time of transfer.
- vii. Where an employee has had 10 years' service with the present council and the sick leave entitlement as prescribed has been exhausted, council may grant such additional sick leave as, in its opinion, the circumstances may warrant.

- viii. Section 50 of the Workers Compensation Act 1987 dealing with the relationship between sick leave and workers compensation applies.
- ix. Where an employee had an entitlement under Agreements rescinded and replaced by this Agreement for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993 the following provisions shall apply:-
  - a) In the event of the termination of service of an employee on account of ill health and the council is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
  - b) When the service of an employee is terminated by death, the council shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
  - c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the Workers Compensation Act, 1987.
  - d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid in accordance with Clause 14 of Schedule 4 of the Industrial Relations Act (NSW) 1996.

#### **B. SICK LEAVE BONUS INDOOR STAFF**

As an incentive to eliminate unnecessary sick leave, a bonus shall be paid upon termination to permanent indoor staff with at least 2 years continuous service calculated as follows:-

- i. The bonus will be equal to 50% of the value of untaken sick leave accrued between 1 November 2000 and termination.
- ii. The value will be calculated using the pay rate applicable to the employee's classification at the termination date.
- iii. Payment shall not be made to any employee who is summarily dismissed or terminated on disciplinary grounds.
- iv. Sick leave accrued from 1 November 2000 will be the first leave utilised. When such leave has been exhausted then leave accrued prior to the signing of this Agreement shall be utilised.
- v. Sick leave accrued at Lake Macquarie City Council prior to the 15 February 1993 will be paid as per the provisions of the employees conditions of employment and the changes to the sick leave legislation at that time.
- vi. Sick leave accrued between the 15 February 1993 and 1 November 2000 will not be paid on termination but will be eligible to be used by the employee when leave accrued for this bonus has been exhausted.
- vii. Sick leave transferred from other Local Government authorities will not be calculated or paid as part of this bonus. Only leave accrued whilst an employee of Lake Macquarie City Council shall be paid. Leave transferred shall be utilised once that leave accrued at Lake Macquarie City Council is exhausted.

#### **C. CARER'S LEAVE**

- i. Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (iv)(b) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 25 Part A, Sick Leave of this Agreement, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- ii. The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- iii. Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.

- iv. The entitlement to use sick leave in accordance with this subclause is subject to:-
- a) The employee being responsible for the care of the person concerned; and
  - b) The person concerned being;
  - c) A spouse of the employee; or
  - A defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
  - A child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
  - A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - A relative of the employee who is a member of the same household, where for the purposes of this paragraph:-
    - a) 'Relative' means a person related by blood, marriage or affinity;
    - b) 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - c) 'Household' means a family group living in the same domestic dwelling.
- v. An employee shall, wherever practicable, give the council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- vi. Time off in Lieu of Payment for Overtime: An employee may, with the consent of the council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 23 Part A of this Agreement for the purpose of providing care and support for a person in accordance with subclause (iv) above.
- vii. Make-up time: An employee may elect, with the consent of the council, to work 'makeup time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (iv) above.
- viii. Annual Leave and Leave Without Pay: An employee may elect with the consent of council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (iv) above. Such leave shall be taken in accordance with Clause 25 Part C, Annual Leave and Clause 25 Part H, Leave Without Pay of this Agreement.

#### **D. ANNUAL LEAVE**

Annual leave is to be taken at a minimum period of one half- (½) day.

- i. Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in sub-clause (ii) of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter to council and the employee.
- ii. Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:-
  - a) Where the employee has accumulated in excess of eight weeks annual leave.
  - b) A period of annual close-down between Christmas and New Year.

Provided that:-

- 1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.

- 2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the closedown, council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
  - 3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
  - 4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.
- iii. Payment to an employee proceeding on annual leave shall be made by council at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.
  - iv. On resignation or termination of employment, the council shall pay to the employee:-
    - a) Their ordinary rate of pay for all untaken leave credited for completed years of service.
    - b) For an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year. Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.
  - v. Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

#### **E. ANNUAL LEAVE LOADING – OUTDOOR EMPLOYEES**

- i. When an outdoor employee is given and takes annual leave, council shall pay the employee, at the earliest convenience a loading at the rate of 17.5 percent of the ordinary rate of pay for the period being taken. Provided that such loading is restricted to payment of the employee's entitlement only.
- ii. The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Agreement.
- iii. This loading shall not apply to any indoor staff as this benefit has been incorporated into the indoor staff employees' rate of pay.

#### **F. CONCESSIONAL LEAVE - OUTDOOR EMPLOYEES**

- i. Three (3) concessional days leave with pay to be taken at a mutually convenient time, shall be granted to permanent employees with three or less uncertificated/unapproved absences per year (1 November to 31 October).
- ii. Employees will qualify for the above concessional days provided;-
  - The employee has a full twelve months service; and
  - The employee has three (3) or less uncertificated/unapproved absences during the year; and
  - The employee has not had a period of unpaid leave (including approved leave without pay and parental leave) during the year in excess of four (4) weeks.
- iii. Employees who take parental leave for a period which straddles two (2) years will be able to claim pro rata concessional leave up to a maximum of three (3) days for the years straddled, provided:-
  - The employee has a full twelve months service; and
  - The employee has three or less uncertificated/unapproved absences during the year; and
  - The employee has not had any other period of unpaid leave during the year in excess of four (4) weeks.
- iv. An uncertificated/unapproved absence is an unauthorised absence of more than half of one day and can be related to any leave including sick leave and leave without pay. It should be noted that in order for an unpaid absence to be classified as authorised, permission must be granted in advance of the absence occurring.
- v. Concessional Leave is to be taken at a mutually convenient time.

- vi. An employee who is eligible for concessional leave and terminates their employment before taking the leave will be paid such leave on termination.
- vii. Each permanent outdoor employee shall receive an additional concessional day to be taken at a mutually convenient time. This additional day is in lieu of the previously recognised Bank Holiday and shall not be linked to uncertificated/unapproved absences.
- viii. This concessional leave shall not apply to any indoor staff as this benefit has been incorporated into the indoor staff employees' rate of pay.
- ix.

#### **G. LONG SERVICE LEAVE**

- i.
  - a) An employee of council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:-

#### **LENGTH OF SERVICE ENTITLEMENT**

After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- b) Where an employee has completed more than five years service with the council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- ii.
  - a) Long service leave shall be taken at a time mutually convenient to the council and employee in minimum periods of one week provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.
  - b) Payment to an employee proceeding on long service leave shall be made by council at the employee's ordinary rate of pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
  - c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- iii.
  - a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other council within New South Wales shall be deemed to be service with the council by which the employee is currently employed.
  - b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one council to another provided the period between cessation of service with one council and appointment to the service of another council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one council and appointment to the service of another council.
- iv. For the purpose of this clause, service shall include the following periods:-
  - a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a council.



- b) In the case of an employee, transferred to the service of a council of a new or altered area - any period of service with the council from which such employee was transferred.
- c) Service shall mean all service with a council irrespective of the classification under which the employee was employed.
- v. There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by council as service at the time leave was taken.
- vi. When an employee transfers from one council to another, the former council shall pay to the newly employing council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with council(s). A statement showing all prior continuous service with the council(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the council's Long Service Leave Record.
- vii. A council which has received under subclause (vi) of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing council(s) the amount paid.
- viii. Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 24, Holidays of this Agreement, occurring during the taking of any period of long service leave.
- ix. When the service of an employee is terminated by death the council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- x. Where an employee's service is terminated through shortage of work, material or finance or through illness certified by duly qualified medical practitioner and such employee is re-employed by the same council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

#### **H. LONG SERVICE LEAVE AT HALF PAY**

- i. Long service leave may be taken on half pay for double the period, if mutually convenient to Council and the employee. The determination of the convenience, to Council, of such leave at half pay shall be at the discretion and authorisation of the employee's manager and Director. Agreement to leave at half pay shall not be unreasonably withheld with any disagreement referred to the General Manager for determination.
- ii. The procedures for applying for and granting long service will be as per the ruling handed down by Deputy President Harrison on the 23 July 1997 and reflective in the Long Service Leave at Half Pay Policy.

#### **I. PAID MATERNITY LEAVE**

- i.
  - a) This clause applies to all full time and part time female employees who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.
  - b) Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.
  - c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living

child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.

i.

- a) An employee shall be entitled to a total of 9 weeks paid maternity leave or special maternity leave on full pay; or 18 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.
- b) The employee may choose to commence paid maternity leave before the expected date of the birth.
- c) Female Indoor staff Employee's who have completed 2 years continuous service with council, shall be eligible for a period equal to their accrued sick leave up to a maximum of three (3) weeks full pay from the date maternity leave commences to be added to the 9 weeks prescribed in (ii) (a) above.
- d) Any period of paid maternity leave shall be inclusive of the twelve months total leave allowable pursuant to provisions of the Industrial Relations Act 1996.
- e) Paid maternity leave shall be at the employee's ordinary weekly rate of pay, either full-time or part-time as determined by the preceding 12 months employment.
- f) Payment for maternity leave, dependant on the number of accrued weeks sick leave, shall be made as follows:-
  - On full pay equal to the employee's accrued sick leave less any amount required to be preserved, as defined by clause 25 (ii) (i) for their return to work at the completion of their maternity leave, on a regular weekly basis; or
  - On half pay over such period equal to the employee's accrued sick leave less any amount required to be preserved for their return to work at the completion of their maternity leave, on the basis of 50% of their ordinary pay on a regular weekly basis.
- g) Payment shall be calculated as for sick leave and will be deducted from the employee's sick leave accrual.
- h) Continuous service for the purpose of this leave is defined as permanent, full-time or permanent part-time employment with the council (but not service as a Casual, temporary or other Local Government Council)
- i) An employee on maternity leave may also use other types of leave once the entitlement to paid maternity leave has been completely utilised. Approval of such leave will be dependant on the employee's retention of a minimum of three (3) weeks combined, sick, annual or long service leave for their return to service at the completion of their maternity leave.
- j) An employee is required to return to work for a period of at least 12 months after their completion of their maternity leave.
- k) Should an employee not return to work, the component of sick leave that exceeds the provisions relating to the Clause 25, Sick Leave Bonus on Termination Indoor Staff, shall be repaid in full. For employees returning to work for less than 12 months, a pro-rata rate shall be payable. The General Manager may vary the requirement to repay an amount paid, where the employee terminates their employment within 12 months for extenuating circumstances.
- l) An agreement to this effect between the employee and the council will be entered into prior to the employee commencing parental leave.

ii.

- a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 52 weeks.
- b) Employees may take periods of annual leave and long service leave during unpaid maternity leave at half pay, provided the total period of all leave does not exceed 52 weeks.
- c) The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- d) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.

- iii. Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.
- iv. Paid maternity leave and paid special maternity leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid maternity leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.
- v. Notice of intention to take paid maternity leave the employee must:-
  - Provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice.
  - Advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.
  - Provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.
- vi. The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the general manager.
- vii. Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.

## **J. PAID PATERNITY LEAVE**

### **i. Specific Requirements**

In the event that a male member of the indoor staff is eligible for and takes extended paternity leave in accordance with the Industrial Relations Act 1996, and seeks payment up to a maximum of twelve weeks of this leave, the employee shall be paid leave as defined by the provisions of Maternity Leave.

Such leave will only be available to male employees under the following circumstance:-

- a) The employee must produce a certificate from a medical practitioner which names his partner, stating that she is pregnant and the expected date of confinement. If the birth has already taken place the date of birth is to be stated.
- b) The employee must provide a statutory declaration stating that he is seeking for that period to become the primary care-giver of a child as defined by the Industrial Relations Act 1996 and that the paid paternity leave will not be taken in conjunction with any partner accessing paid parental or maternity leave entitlements.
- c) Provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.

General - All other conditions relating to paid maternity leave will also apply to employees on paid paternity leave.

Employees in same sex relationships shall have the same entitlements to paid paternity leave where the employee becomes the primary care giver of a child.

## **K. SUPPORTING PARENT LEAVE**

An employee who is a supporting parent shall be entitled to up to 5 days paid leave taken from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their supporting parent leave.

## **L. OTHER PAID LEAVE**

**i. Jury Service Leave**

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

**ii. Bereavement Leave**

Where an employee is absent from duty because of the death of a person in accordance with paragraphs a)-e) below and provides satisfactory evidence to council of such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:-

- a) A spouse of the employee; or
- b) A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- c) A child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
- d) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- e) A relative of the employee who is a member of the same household, where for the purposes of this paragraph:
  - 1) 'Relative' means a person related by blood, marriage or affinity;
  - 2) 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - 3) 'Household' means a family group living in the same domestic dwelling.

In addition to these provisions compassionate/bereavement leave may, at the discretion of the relevant manager, be extended beyond family members as defined by the Agreement. In the case of extenuating circumstances the relevant manager may at his/her discretion allow additional leave with pay.

**iii. Union Training Leave**

A council shall agree to release employees to attend an accredited trade union training course with pay and such agreement shall not unreasonably be withheld.

**iv. Union Conference Leave**

Accredited delegates to the union's annual conferences shall be granted paid leave for the duration of the conference provided that the council's operational requirements are met and the union notifies council of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

**v. Emergency Services Leave**

Council is committed to the provision of an efficient and effective State Emergency Service (SES) and Bush Fire Brigade (BFB) and Disaster Welfare Committee (DWC) and support their activities. Council can help achieve this objective by reimbursing lost wages/salary to council employed volunteers who have responded to bona fide emergencies.

- i. When SES, BFB and DWC units are called out in emergencies during normal working hours, council employed volunteers may be released to respond provided their work is "made safe" prior to their responding to the emergency.
- ii. Where council employees respond to emergencies they shall be paid the same wages and allowances for time lost as they would if working for council.
- iii. Where a council employed volunteer is required to be in attendance at an emergency for a period greater than four (4) hours they shall be entitled to have ten (10) consecutive hours break before

commencing normal council duties. Where this break encroaches normal working hours, the employee shall be entitled to be paid for the time lost.

- iv. Before any payment is granted under this clause it shall be verified in writing by the appropriate SES, BFB or DWC authority.

#### **M. LEAVE WITHOUT PAY**

- i. Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- ii. An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

#### **26. FLEXIBILITY FOR WORK AND FAMILY RESPONSIBILITIES**

- i. A 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. A council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.
- ii. Flexible work and leave arrangements include but are not limited to:-
  - a) Make up time;
  - b) Flexi time;
  - c) Time in lieu;
  - d) Leave without pay;
  - e) Annual leave;
  - f) Part-time work;
  - g) Job share arrangements; and
  - h) Variations to ordinary hours and rosters.
- iii. 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.

#### **27. PART-TIME EMPLOYMENT**

- i. A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 16, Hours of Work of this Agreement.
- ii. Prior to commencing part-time work the council and the employee shall agree upon the conditions under which the work is to be performed including:
  - a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
  - b) The nature of the work to be performed.
  - c) The rate of pay as paid in accordance with this Agreement.
- iii. The conditions may also stipulate the period of part-time employment.
- iv. The conditions may be varied by consent.
- v. The conditions or any variation to them must be in writing and retained by the council.

A copy of the conditions and any variations to them must be provided to the employee by the council.

- vi.
  - a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
  - b) In such cases council and the employee shall agree upon the conditions, if any, of return to full-time work.

- vii. A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 16, Hours of Work of this Agreement, the provisions of Clause 17, Overtime, shall apply.
- viii. Part-time employees shall receive all conditions prescribed by the Agreement on a prorated basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- ix. Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- x. A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

## **28. CASUAL EMPLOYMENT**

- i. A casual employee shall mean an employee engaged on a day to day basis.
- ii. A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 22, Hours of Work.
- iii. Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 22B. The penalties are calculated on the ordinary hourly rate.
- iv. Casual employees who work outside the relevant spread of hours identified at clause 22C(i) and (ii) are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- v. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 22, Hours of Work.
- vi. In addition to the amounts prescribed by subclause (ii) of this clause, a twenty-five 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 and severance pay, except for paid maternity leave, prescribed by the Agreement.
- vii. Casual employees engaged on a regular and systematic basis shall:-
  - a) Have access to annual assessment under council's salary system.
  - b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- viii. A casual employee shall not replace an employee of council on a permanent basis.

## **29. TEMPORARY EMPLOYMENT**

- i. A temporary employee shall mean an employee who is engaged for a fixed term, usually between four (4) weeks and no longer than twelve (12) months.
- ii. A temporary employee may be engaged on the basis of a regular number of hours up to and including the full-time ordinary hours in accordance with clause 22, Hours of Work, of this Agreement.
- iii. Unless specified, temporary employees shall receive all the conditions prescribed in this Agreement.
- iv. A temporary employee will be advised in writing the period of employment and the rate of pay for the position prior to employment commencing.
- v. Where a temporary employee becomes permanent (without breaking their service) the commencing date of their permanent employment with council will be recognised as being from the commencement date of the temporary period of employment. This shall apply for the purposes of calculations of long service leave, annual leave and sick leave entitlements

## **30. JOB SHARE EMPLOYMENT**

- i. Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- ii.
  - a) Job sharing shall be entered into by agreement between the council and the employees concerned.
  - b) Such agreement shall be referred to the consultative committee for information.
- iii. Council and the job sharers shall agree on the allocation of work between job sharers.
- iv.
  - a) The ordinary hours of work of the position shall be fixed in accordance with Clause 22, Hours of Work of this Agreement.
  - b) The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- v.
  - a) In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
  - b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- vi. A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 22, Hours of Work of this Agreement the provisions of Clause 23, Overtime, shall apply.
- vii. Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- viii.
  - a) Job sharers shall have access to all provisions of this Agreement including training and development.
  - b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
  - c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
  - d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- ix. In the event of a job sharer vacating the position council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- x. The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the council.

### **31. JUNIOR AND TRAINEE EMPLOYMENT**

#### **A. GENERAL**

- i. Any proposal relating to externally funded employment schemes shall be referred to the Consultative Committee for their consideration.
- ii. The rates of pay specified in Band 1/Level 1 are actual not minimum rates.
- iii. Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

#### **B. JUNIOR EMPLOYMENT**

- i. The rates of pay as provided in Band 1/Level 1 are payable to juniors (15-18 years old).
- ii. A junior employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- iii. Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

### **C. TRAINEE EMPLOYMENT AND APPRENTICESHIPS**

- i. The rate of pay as provided for in Band 1/Level 1 are payable to employees undertaking entry level training.
- ii. An employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- iii. Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- iv. Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.
- v. In addition to the vocational training direction, the council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:-
  - a) The term of the apprenticeship;
  - b) The course of studies to be undertaken by the apprentice;
  - c) The course of on the job training to be undertaken by the apprentice.

### **D. GOVERNMENT FUNDED TRAINEESHIPS**

- i.
  - a) The objective of Part D of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.
  - b) The system is neither designed nor intended for those who are already trained and job ready.
  - c) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Agreement.
- ii. Except as in hereinafter provided, all other terms and conditions of this Agreement shall apply.
- iii.
  - a) This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the council shall be bound by a training agreement made in accordance with this Agreement and shall not operate unless this condition is met.
  - b) A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.
- iv. The council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- v. The council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- vi. Training shall be directed at:-
  - a) The achievement of key competencies required for successful participation in the workplace and/or;
  - b) The achievement of competencies required for successful participation in an industry.
- vii. Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.
- viii. Part D of this clause does not apply to apprentices.
- ix. Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any council bound by this Agreement, except in relation to ATS or CST trainees who commenced a traineeship with the council before the council was bound by this Agreement.



- x. Trainees shall not displace existing employees from employment. Trainees shall only be engaged in addition to existing staff positions and employment levels.
- xi. A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause shall not restrict a council's ability to engage a trainee under a school-based traineeship.
- xii.
  - a) Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
  - b) Where the council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- xiii. A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- xiv. The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
- xv. Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the council for the purposes of this Agreement or any other legislative entitlements.
- xvi. Wages:-
  - a) The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Agreement.
  - b) The trainee wage rates contained in this Agreement are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

### **32. TRAINING AND DEVELOPMENT**

- i. The parties to this Agreement recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:-
  - a) Developing a more highly skilled and flexible workforce.
  - b) Providing employees with opportunities through appropriate education and training to acquire additional skills and;
  - c) Removing barriers to the utilisation of skills in accordance with councils' training plans.
- ii) All employees shall have reasonable and equitable access to education and training, such education and training shall:-
  - a) Be consistent with the council's training plan.
  - b) Enable employees to acquire the range of skills they are required to apply in their positions.
  - c) Enhance employees' opportunities for mobility through councils' organisation structures, through participation in councils' training plans.
- iii) Training Plan and Budget
  - a) Council shall develop a training plan and budget consistent with:-
    - 1) The current and future skill requirements of the council.
    - 2) The size, structure and nature of the operations of the council.
    - 3) The need to develop vocational skills relevant to council and the Local Government industry.

- b) In developing the training plan, the council shall have regard to corporate, departmental and individual training needs.
  - c) The training plan shall be designed in consultation with the consultative committee.
  - d) The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.
  - e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
  - f) Selection of participants to receive council required training in accordance with council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- iii) If an employee is required by council to undertake training in accordance with the council's training plan:-
- a) The council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
  - b) Where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which council will grant paid leave to attend such course requirements shall be specified in the training plan;
  - c) Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
  - d) Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
  - e) Reasonable travel arrangements shall be agreed; and;
  - f) Where an employee is required to complete major assignment(s) council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
  - g) Council may grant an employee undertaking a course consistent with council's training plan, although not at council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.
  - h) Development of a Competency Based Training System.
  - i) The parties to the Agreement are committed to the development of a competency based system of vocational education and training for local government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
  - j) The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:-
    - 1) That competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
    - 2) That competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
    - 3) That accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms;
    - 4) That certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

### **33. PERFORMANCE EVALUATION AND REWARD**

#### **A. ENTERPRISE**

Employees, Unions, Management and elected members of council will embrace the philosophy of continuous improvement and demonstrate advances in this regard, working with Unions and Management, in a co-operative environment to achieve council's vision:-

- i. Council will provide the necessary training for its employees to participate.
- ii. Council will pay a productivity bonus at the end of each year of this Agreement within the first quarter of the following year.
- iii. The council agrees to pay an annual bonus at 100% of all improvements providing that it can be demonstrated that the gains can be sustained. The bonuses will accumulate on a three-year rolling basis, that is in year 3, years 1, 2 and 3 of ongoing productivity bonuses will accumulate and be paid. In year 4 the ongoing bonuses for year 2, 3 and 4 will be paid etc. Any future savings after this period will be used by council to improve services to the community.
- iv. Productivity will be measured in accordance with the Productivity Improvement Indicators (PII) developed by work teams and agreed to by the parties. The Internal Auditor will be responsible for monitoring and measuring the quantum of any increase in productivity in accordance with the indicators developed. The Internal Auditor will supply on request details of these calculations to Union or employee representatives.
- v. The productivity bonus will be paid to all employees employed at the closing date for calculations, ie the anniversary date of this Agreement. The bonus will be paid in full to all permanent full time employees who have been employed for the relevant 3-year period. For all other employees the bonus will be paid on a pro rata basis.
- vi. The bonus will not be paid to any employee who leave council of their own volition, except for those employees retiring during the period up to payment of the bonus. Payment shall be only for that year – not the 3-year value of the bonus.
- vii. The bonus will not be paid to any employee terminated by council for misconduct.

## **B. INDIVIDUAL/TEAM**

- i. Enterprise key performance indicators may be used to develop performance targets for teams or individual employees.
- ii. All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.
- iii. This Agreement recognises that all employees shall have on-going feedback about performance. The performance development process can be simplified to three stages:
  - 1) Joint development on objectives and performance standards;
  - 2) Progress reviews; and;
  - 3) A formal performance review which is followed by decisions and outcomes.
- iv. Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

## **34. CONSULTATIVE COMMITTEES**

### **A. AIM**

The parties to the Agreement are committed to Consultative and participative processes. Each council shall establish, and properly maintain, a Consultative Committee, which shall meet regularly and which shall:-

- i. Provide a forum for consultation between council and its employees.
- ii. Positively co-operate in workplace reform to enhance the efficiency and productivity of the council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

## **B. SIZE AND COMPOSITION**

- i.
  - a) The size and composition of the Consultative Committee shall be representative of council's workforce and agreed to by council and the local representatives from the following unions: USU, depa and the LGEA.
  - b) Employee representatives shall include: USU 2 elected, depa 1 elected, LGEA 1 elected, who have members employed at council.
  - c) Management representative(s) on the Consultative Committee shall be nominated by council.
- ii. Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee.

## **C. SCOPE OF CONSULTATIVE COMMITTEES**

- i. The functions of the Consultative Committee shall include but not be limited to:
  - a) Agreement implementation.
  - b) Training.
  - c) Consultation with regard to organisation restructure.
  - d) Job redesign.
  - e) Salary systems.
  - f) Communication and education mechanisms.
  - g) Performance management systems.
  - h) Changes to variable working hours arrangements for new or vacant positions.
  - i) Local Government reform.

## **D. MEETINGS AND SUPPORT SERVICES**

- ii. The Consultative Committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to council should note the dissenting views.
- iii. Potential problems should be identified and resolved at the local level. Failing this, the matter should in the first instance be referred to the Agreement Implementation Committee, and if necessary, resolved in accordance with Clause 37, Grievance and Dispute Procedures set out in this Agreement.
- iv. The Consultative Committee shall adopt a constitution which shall include, but not be limited to, the election of a chairperson and secretary, meeting frequency, support services, access to information and communication with constituents.
- v. All members of the Consultative Committee should undergo appropriate training and education to effectively understand and participate in the Consultative Committee.

## **35. APPOINTMENT AND PROMOTION**

- i. When it is proposed to make an appointment or promotion to a new or vacant position within the organisation structure of the council, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position. This subclause applies to the appointment of any employee where the term or terms of employment are for more than 12 months in any period of 2 years.
- ii. When the decision is being made to appoint a person to a position:-
  - a) Only a person who has applied for an appointment to the position may be selected; and
  - b) From among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.
- iii. The merit of the persons eligible for appointment to a position is to be determined according to:-
  - a) The nature of the duties of the position; and

- b) The abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- iv. Where requested in writing, internal applicants shall be given the reasons in writing for not being appointed.
- v. Subclauses (i), (ii) and (iii) of this clause do not apply to any appointment which is made by way of demotion or lateral transfer unless the council decides that those subclauses are to apply to the appointment.
- vi. If a position within the organisation structure of a council is vacant or the holder of such a position is sick or absent, the council may appoint a person to the position temporarily. A person appointed to a position temporarily shall not continue in that position for a period of more than 12 months.

### **36. TERM CONTRACTS**

- i. A council may employ a person on a term contract in an ongoing position that is evaluated as Professional/Specialist Band 3, Level 4 or the Executive Band 4 of the Agreement only where:-
  - a) The council and the employee agree, and
  - b) Where the contract includes a clause that a further term contract for the position shall be offered to the employee if the employee's performance remains at a satisfactory level during the term of the contract and the position continues to exist at the end of the term of the contract, and
  - c) The term of the contract is a minimum of three years and a maximum of five years.
- ii. This clause only regulates the use of term contracts for ongoing positions.
- iii. Term contracts shall not be offered for on-going positions below Band 3 Level 4 of the Agreement.
- iv. Subclause (i) shall only apply to term contracts entered into after the first pay period on or after 1 November 2004.

### **37. GRIEVANCE AND DISPUTE PROCEDURES**

The parties to this Agreement confirm their commitment to a need for ensuring reliability of performance in the interest of the ratepayers, council and the employees of council. The aim of this procedure is to ensure that where there is a potential for dispute, agreed steps are followed to ensure prompt resolution by conciliation in good faith. These steps should start at the workplace and involve minimum formality initially, however, if unable to be resolved should then require the completion of council's Grievance/Disputes notification form.

#### **37.1. Matters Likely to Become Industrial Disputes**

The parties shall respectively notify each other as soon as possible of any industrial matter, which in the opinion of that party, might give rise to an industrial dispute.

#### **37.2. Disputes at Job Level**

In the event of a dispute/grievance arising at job level, the employee(s), and the person in charge, shall immediately confer at the job level and shall attempt to resolve the issue without delay.

#### **37.3. Lack of Agreement at Job Level**

If agreement cannot be reached at job level, the employee(s) or the employee's representative shall discuss the matter in dispute with the relevant manager or their representative. The manager may be able to resolve the matter quickly to the employee's satisfaction. If not, then a meeting shall be held between the employee(s), the person in charge, and the manager to discuss the grievance or dispute and the remedy sought within three working days of notification. After meeting with the manager the employee must respond within 14 days to any resolutions discussed at the meeting and indicate whether they wish to continue with the dispute/grievance.

#### **37.4. Lack of Agreement at Manager Level**

If agreement cannot be reached at manager level, then the matter will be referred in writing to the General Manager, or his nominee for determination.

The General Manager shall provide the employee(s) with a written response within five working days of

being notified. The response shall include the reasons for not implementing any proposed remedy.

After receiving the response from the General Manager the employee must respond in writing, within 14 days to such response and indicate whether they intend to continue with the dispute/grievance to the Industrial Relations Commission.

### **37.5. The Industrial Relations Commission**

If the employee(s) is (are) dissatisfied with the General Manager's determination, and would like to pursue the matter further, then a dispute may be lodged by a Union on their behalf before the Industrial Commission. A dispute shall only be registered before the Industrial Relations Commission of NSW after the other avenues of appeal provided by this agreement have been exhausted.

The above provisions do not limit an employee's entitlement to pursue proceedings before the Industrial Relations Commission in matters concerning unfair dismissal.

### **37.6. Continuity of Work and Representation**

Pending completion of the above procedure, work shall continue as normal without interruption. No party shall engage in provocative action, and pending resolution of the dispute, the status quo shall apply.

At any stage in the above procedures, a party to the grievance or dispute may:-

- Request the involvement of higher level management;
- Seek assistance from a representative of the employee's Union; or
- Seek assistance from the Local Government Association.

## **38. DISCIPLINARY PROCEDURES**

### **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 which 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 or without pay during the investigation process provided that:-
  - a) Suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
  - b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
  - c) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
  - d) Council shall not unreasonably refuse an application for paid leave under this provision.
  - e) By agreement an employee may be transferred to another position or place of work.
- ii. Properly conduct and speedily conclude 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 Clause 40, Termination of Employment of this Agreement.
- v. Be entitled to request the presence of a union representative at any stage.

### **C. PROCEDURES**

- i. Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.
- ii. 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 appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- iii. Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. 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 such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- iv. If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- v. If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- vi. All formal warnings shall be in writing.
- vii. Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought.
- viii. Such approval shall not be unreasonably withheld.

### **D. PENALTIES**

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.
- iii. Terminate the employment of the employee.

## **39. OCCUPATIONAL HEALTH AND SAFETY**

### **A. OBJECTIVE**

Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.

### **B. ACCOMMODATION AND SHELTER**

Council shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the Occupational Health and Safety Act and Regulations.

### **C. SPECIFIC PROVISIONS**

- i. Council shall supply employees with protective clothing and equipment suitable to the nature of work performed and the work environment and that shall satisfy the relevant legislation.
- ii. All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.
- iii. Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- iv. The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.
- v. Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.
- vi. Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.
- vii. No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- viii. Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by council to an agreed amount.

#### **40. TERMINATION OF EMPLOYMENT**

- i. An employee shall give to council 2 weeks notice of their intention to terminate their employment. If no such notice is provided, council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.
- ii. A council and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- iii. In cases of serious misconduct, a council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- iv. The council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:-

#### **EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE PERIOD OF NOTICE**

Less than 2 years	least 2 weeks
2 years and less than 3 years	least 3 weeks
3 years and less than 5 years	least 4 weeks
5 years and beyond	least 5 weeks

- v. The provision of this clause shall be read subject to the provisions of Clause 41, Workplace Change and Redundancy, of this Agreement.

#### **41. WORKPLACE CHANGE AND REDUNDANCY**

##### **i. Council's Duty to Notify**

- a) Where a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
- b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.



**ii. Council's Duty to Discuss Change**

- a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclauses (i)(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.
- b) The discussion shall commence as early as practicable after a definite decision has been made by the council to make the changes referred to in sub-clause (i)(a) and (b) of this clause.
- c) For the purposes of the discussion, the council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

**iii. Discussion Before Termination**

- a) Where a council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i)(a) and (b) of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly affected and with the union to which they belong.
- b) The discussion shall take place as soon as it is practicable after the council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
- c) For the purposes of the discussion, the council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

**iv. Notice to Centrelink**

Where a decision has been made to terminate employees, the council shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

**v. Notice of Termination**

- a) Five weeks notice to terminate or pay in lieu thereof shall be given.
- b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:-
  - 1) Three (3) months notice of termination or
  - 2) Payment in lieu of the notice in paragraph 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - 3) Notice or payment of notice under this paragraph shall be deemed to be service with the council for the purposes of calculating leave entitlements under this Agreement.

**vi. Redundancy Pay**

- a) This subclause shall apply where an employee is terminated due to voluntary redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation

structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

- b) In addition to any required period of notice, and subject to subclause (v) of this Clause, the employee shall be entitled to the following:-

**IF THE EMPLOYEE IS LESS THAN 45 YEARS OF AGE**

COMPLETED YEARS OF CONTINUOUS SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and beyond	14 weeks plus 2 weeks for every year of service in excess of 5 with a minimum payment of 20 weeks pay and a maximum payment of 52 weeks pay

**IF THE EMPLOYEE IS 45 YEARS OF AGE AND OVER**

COMPLETED YEARS OF CONTINUOUS SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and beyond	17.5 weeks plus 2 weeks pay for every year of service in excess of 5 with a minimum payment of 26 weeks pay and a maximum payment of 78 weeks pay

**41.1. Job Size Change**

This sub-clause only applies in the case of a restructured position and not in the case of a position which is re sized as a result of natural evolution.

- i. Sometimes technological change or a shift in business focus will require that individual positions in the organisation must change in some way. Sometimes this will mean that different skills or knowledge will be required by the job and new or different tasks will have to be performed.
- ii. Ideally these changes should be made when the position or positions is/are vacant so that changes will not adversely affect an employee. However, on those occasions where an employee is operating in the position to be changed, the general principles of this clause should apply.
- iii. Once the changes associated with the position are determined, the Job Evaluation System procedure should be followed. From that a new job size will be determined. The relevant Group Manager in conjunction with the Executive Management Committee must decide if the employee in the changed position will be retained in it or the position is to be advertised. The decision criteria will be:-
  - a) If the difference between the current total remuneration of the employee and the remuneration of the redesigned position is less than 10%, then the employee shall be assessed as to their suitability for the position and if they meet all the essential criteria then they will be placed directly into the new position, if they so desire. Where there is more than one employee affected by a restructure, who possess the essential criteria and expresses an interest in the restructured position, then, a merit based selection shall be undertaken to determine the most suitable person for that position.

- b) If the difference in pay as determined in (a) above is greater than 10%, or the person does not meet all the essential criteria, then the position shall be advertised internally and may also be advertised externally in accordance with council's procedures.
- iv. This decision will then be submitted to the Consultative Committee for consideration and recommendation to the executive.
- v. If the incumbent employee is not successful in appointment to the redesigned position, then that employee becomes surplus to the organisation's needs and the other appropriate provisions of this clause will apply.

#### **41.2. Redeployment**

- i. The primary option for dealing with employees whose positions are surplus to organisational needs shall be redeployment. Other options that should be explored are temporary redeployment, job-share, part-time employment, phased retirement, long service leave, annual leave and leave without pay. Council may offer voluntary redundancy (at the discretion of the General Manager) if other options are not found to be appropriate.
- ii. Upon determination that an employee's position is surplus to council's needs the affected employee should be advised by management officially in writing that their position is being abolished and that they have been identified as surplus. This may also be done by the relevant Manager or Group Manager in the presence of the employee's union representative. At this stage the employee should be advised in general terms of the options available to them especially in regards to redeployment.
- iii. Where possible an employee shall be redeployed into a vacant establishment position. Should this not be appropriate, a non-establishment temporary position may be created that must be deleted when the redeployment period is completed. Every effort will be made to match skills, qualifications and experience of the employee to the redeployment position. The employee will be provided with the training necessary to better match their skills to position requirements.
- iv. The employee will continue to receive the pay and Agreement conditions due to them prior to their move to their redeployed position for a period of up to two years. This period may be extended at the discretion of the General Manager under extraordinary circumstances after taking into account such matters as closeness to retirement and length of service for example.
  - Employees will be encouraged to and should apply for vacant positions for which they believe they suit the selection criteria.
- v. Subclause 41.2(iv) of this clause shall not override any agreements regarding maintenance of pay in existence at the time of the signing of this Agreement.
- vi. Council may terminate vehicle lease back arrangements in accordance with the agreement between council and the employee. The employee's benefits do not include the rights to a particular office or work location.
- vii. Council shall provide, if requested by the employee, vocational assessment to help the employee in their career decision making. The employee will be given access to training that can reasonably equip them with the skills necessary for a new career direction, provided that any proposed training must be agreed between the employee and the Training Officer and approved by the General Manager.
- viii. At the conclusion of the redeployment period, the employee will be appointed to a vacant establishment position which as closely as possible matches the skills and abilities of the employee. An employee already in an establishment position shall have their appointment to that position confirmed. The employee shall receive the rate of pay and conditions applicable to that position from the date of the appointment or confirmation.

#### **41.3. Redundancy**

##### **41.3.1 Voluntary redundancy**

Voluntary redundancy may be offered by council (at the discretion of the General Manager) to those employees whose positions have become surplus to council's needs. Voluntary redundancy shall only be considered after options set out in subclause 41.2 of this clause have been examined. In the event that an

employee is offered and accepts voluntary redundancy provisions as defined by the Local Government (State) Agreement shall apply.

#### **COMPLETED YEARS OF SERVICE WITH COUNCIL ENTITLEMENT**

Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- i. An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the council's employment until the expiry of the notice period.
- ii. During a period of notice of termination given by the council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the council the employee shall provide proof of attendance at an interview.
- iii. A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,000 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the council or until the employee secures alternative employment, which ever is the sooner.
- iv. If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Agreement. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- v. The council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- vi. The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- vii. In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- viii. Nothing in this Agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this Agreement.
- ix. Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v) above if the council obtains acceptable alternative employment for an employee.

- x. Nothing in this clause shall restrict an employee with ten years service or more and council from agreeing to further severance payments.

**41.3.2 Involuntary or forced redundancy.**

- i. Involuntary redundancy shall apply where council cannot provide or offer a redeployment position that has comparable skills and accountability level and with remuneration no less than one job grade below the position previously held by the employee.
- ii. Where the General Manager has made a definite decision that he has no option but to make an employee redundant, the General Manager shall notify the Consultative Committee, the employee who will be affected and the union to which they belong.
- iii. The notification shall take place as soon as practicable after the General Manager has made a definite decision, which shall invoke the provision of paragraph (i) of this subclause. Such notification shall cover, inter alia, any reasons for the proposed termination(s) and measures to mitigate any adverse effects of the termination(s) of the employee(s) concerned.
- iv. Employees accepting an involuntary redundancy package will receive, in addition to the benefits set out in this clause, the following:-
  - Pro rata payment for each completed month of service since the last completed year of continuous service with council.
  - Payment of accrued sick leave (through to February 1993), annual leave, annual leave loading on any untaken annual leave and long service leave in accordance with Agreement conditions.
- v. Any employee made redundant may not apply for another position within council or act as a Consultant to council until the time equal to their redundancy pay out has elapsed. For example, an employee receiving 30 weeks pay plus four weeks pay in lieu of notice, may not apply for a position with Council or act as a Consultant to Council until 30 weeks from the date of their termination.
- vi. Once a redundancy package has been accepted, the date of termination shall be determined based upon operational requirements, and if possible, the date preferred by the employee. The date of termination shall be within three (3) months of the offer being accepted or such longer period at the discretion of the General Manager.
- vii. Employees accepting a redundancy package shall be treated on an identical basis to any other employee retiring from council's service and will be entitled to any presentation normally bestowed upon retirees in accordance with council's Retirement of Employees Policy.

**41.3.3 Severance Pay**

- i. In addition to any required period of notice provided for in this Agreement, the employee/s, when made redundant involuntarily shall be entitled to the following;

**IF THE EMPLOYEE IS LESS THAN 45 YEARS OF AGE**

COMPLETED YEARS OF CONTINUOUS SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and beyond	14 weeks plus 2 weeks for every year of service in excess of 5 with a minimum payment of 20 weeks pay and a maximum payment of 52 weeks pay

**IF THE EMPLOYEE IS 45 YEARS OF AGE AND OVER**

COMPLETED YEARS OF CONTINUOUS SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and beyond	17.5 weeks plus 2 weeks pay for every year of service in excess of 5 with a minimum payment of 26 weeks pay and a maximum payment of 78 weeks pay

- ii. Nothing in this clause shall restrict an employee with ten (10) years service or more and council from agreeing to further severance payments.

#### **42. COMPETITIVE TENDERING**

- i. Competitive tendering is the calling of tenders by council for the provision of service(s) that are currently being performed by council employees where council's inhouse service unit submits a bid as well as external contractors. Council then makes its decision based on the tender bids about who will provide the service.
- ii. Prior to making a decision to competitively tender a service, council shall notify and consult with the relevant union(s) which have members likely to be effected by the decision.
- iii.
- a) Where a council makes a definite decision to competitively tender a service council shall notify the employees who may be affected by the proposed tender of such services and the union(s) to which they belong.
  - b) Council shall discuss the competitive tendering process with the affected employee(s) and union(s) and give prompt consideration to matters raised by employee(s) and the union(s) to which they belong.
  - c) Discussions between council and the affected employee(s) and relevant union(s) shall commence as early as practicable after a definite decision has been made to competitively tender a service.
  - d) For the purposes of the discussion council shall provide to the employee(s) and the union(s) to which they belong, all relevant information about the tendering process including the nature of the service to be tendered, the proposed timetable for the tender of the service, the expected effects upon employee(s), a process for the formulation of an in-house bid and any other matters likely to affect the employee(s).
- iv. Where a contract is won by an in-house bid, an agreement stating the duration and;

#### **43. USE OF EXTERNAL RESOURCES**

##### **43.1. Hire of Contract Labour**

- i. Council may hire in Contract Labour (skilled and unskilled) as needed on a daily basis provided that such labour is monitored and reported to a union delegate and/or the Consultative Committee. Any agreement to use in excess of fifteen (15) people will not be unreasonably withheld.
- ii. Position(s) which are occupied by casual, temporary or labour hire employee(s) will be reviewed on a quarterly basis to establish whether the position(s) are ongoing and are required to be filled with permanent, permanent part time, or seasonal employees.

#### **43.2. Volunteers**

- i. It is agreed between the parties that council may encourage members of the community to volunteer their services on a non-payment basis to carry out tasks on council's behalf.
- ii. Council will consult with the Unions in respect to the use of volunteers and undertakes that volunteers will not carry out tasks usually carried out by council's workforce.

#### **43.3. Community Service Order Workers**

- i. It is agreed between the parties that council will use workers on Community Service Orders from the NSW Probation Service to carry out various tasks.
- ii. Council will ensure that people on Community Service Orders are engaged on semi-skilled labouring work in accordance with the guidelines for Community Service Work.
- iii. Council will also ensure that Community Service Order people do not carry out work normally performed by council's workforce except by agreement between the parties.

#### **44. UNION MEETINGS**

- i. Up to two (2) hours per calendar year can be used for authorized Union Mass Meetings.
- ii. Such meetings will be paid meetings provided that:-
  - A request to hold a meeting is received at least one (1) week prior.
- iii. The cumulative total hours for any one calendar year is no longer than two (2) hours of working time;
  - Normal work resumes at the end of the meeting.
- iv. Council may, at the discretion of the General Manager, authorise meetings to exceed this amount of hours.

#### **45. LICENCE REIMBURSEMENT OUTDOOR STAFF**

- i. Outdoor staff who are required as part of the normal course of their duties to drive a vehicle shall be reimbursed the cost of holding the licence necessary to drive such vehicle.
- ii. Where the driver's licence of more than one year's duration has been reimbursed and
  - The employee's service is terminated for any reason; or
  - The employee's licence is revoked, suspended or cancelled,then council shall be entitled to deduct, from the wages or salary due to the employee the balance of the yearly proportionate value of the licence.
- iii. This reimbursement shall not apply to any indoor staff as this benefit has been incorporated into the indoor employees' rate of pay.

#### **46. EXTERNAL CONTRACT WORKS**

- i. Council and staff recognise that carrying out of external work provides significant benefit for both parties. These benefits include:-
  - Preparation for compulsory competitive tendering should it be introduced by the State Government in the future.
  - Training for staff in tendering, contract administration, customer service, and business skills and working in a competitive environment.
  - Additional income for the organisation that can lead to improved/expanded services for the community.
  - Ability to purchase better plant, equipment and other facilities for the business units and for the organisation.
  - Improved efficiency.
  - Improved staff morale.
  - Improved public image for council.
  - Improved security of employment, as we become more competitive.
  - Council will make available all resources for the preparation of tenders and quotes.

- ii. It is recognised that benefits can be gained for both parties in putting some internal council works out to contract. These benefits include:-
- To be fair and equitable to all concerned, staff, council and private contractors.
  - The rate payer can be assured of competitive provision of services.
  - The high internal workload peaks can be covered by contractors.
  - The business units can concentrate on core activities that they do best and let contractors do what business units are less competitive at.
  - This in turn enables the business units to become more competitive at their core activities.
  - Some high-risk problem jobs could be put out to contract.
  - Contractors can be compared with council's business units on council works where there are many difficulties, such as: traffic, pedestrians and services.
  - More Competitive business units through having higher skilled staff.
- iii. These benefits will be achieved by:-
- Each business unit will be encouraged to seek external contractual works.
  - For every one (\$1.00) dollar of direct expenditure incurred in carrying out external contractual works a maximum of fifty (50%) percent of equivalent council works may be tendered openly.
  - This does not apply to activities normally carried out by contractors under council's annual tender to supply, deliver and install engineering material, or other authorities.
  - Each business unit is to be treated separately when applying this formula.
  - Staff representatives within the relevant business unit and the business unit capable of carrying out the work must be consulted and a Union representative is to be notified before council works are put out to tender.

#### **47. BENEFIT VALUATION**

- i. The parties to this Agreement have agreed to the value of each of the benefits maintained and detailed in the table below. These values will be used should changes in council policy, legislation or industrial instrument require the conversion of these benefits into an equivalent addition to the weekly rate of pay, for outdoor staff.
- ii. These values have been used to increase the indoor staff's rate of pay by 1.875% in line with their acceptance of this new Agreement.

PROVISION	COSTING
Annual Leave Loading of 17.5%	1.5%
Bank Holiday	0.25%
Licence Payments	0.125%

#### **48. AREA, INCIDENCE AND DURATION**

- i. This Agreement shall apply to all employees in Lake Macquarie City Council except those designated as Senior Staff under the terms and conditions of the Local Government Act 1993.
- ii. This Agreement shall rescind and replace the Local Government (State) Agreement 2004 and all variations thereof.
- iii. This Agreement shall operate from the commencement of the first pay period on or after the 2 January 2006 and shall remain in force for a period of three years.
- iv. Table 1 of Part B provides for a 3.0% increase in rates of pay with a minimum payment of \$19.00 per week to operate from the first full pay period to commence on or after 1 November 2006.
- v. Table 1 Part B provides for a 3% increase in rates of pay with a minimum payment of \$19.00 per week to operate from the first full pay period to commence on or after 1 November 2007. This amount may be varied through negotiation by the parties if the CPI (weighted 8 city average) exceeds 3.1% for the previous 12 months.



- vi. The increases in rates of pay provided by this Agreement shall apply to the rates of pay in council's salary system.
- vii. The increase in rates of pay provided for in this Agreement reflect consideration of work value changes; productivity improvements; Local Government reform and community movements.

**48.1. REVIEW OF THE AGREEMENT**

- a) The parties to this Agreement will review its operation eight (8) months after its implementation to ensure it is operating in a manner consistent with its objectives.
- b) This formal review shall not preclude the parties at any time from identifying and changing provisions, which are operating contrary to the intentions of the parties. Any amendments shall be entered into by mutual consent.

**48.2. RENEGOTIATION OF THE AGREEMENT**

- i. The parties agree to commence negotiations on a new Agreement no later than six (6) months prior to the termination of this Agreement.
- ii. During the six months of deliberations the parties will meet in order to seek agreement/resolution of any issues.

**49. LEAVE RESERVED**

- i. Leave is reserved for the parties of the Agreement to apply to vary tool allowances as set out in Clause 18(v)(a) of this Agreement in line with the Crown Employees Skilled Tradesmen Agreement.
- ii. Leave is reserved for the parties to the Agreement to apply to vary the traineeship wage rates in Clause 31D(xvi) in accordance with movements in the National Training Wage Agreement.
- iii. Leave is reserved for the parties to apply in respect of hours/penalty rates/shift allowances; changes in responsibilities for professional engineers arising out of the Civil Liability Act and changes in responsibilities arising from accreditation of council (development) certifiers.

SIGNED ON BEHALF of the )  
 COUNCIL of the CITY of LAKE )  
 MACQUARIE )  
 ) .....  
 General Manager

**WITNESS**

SIGNED on behalf of )  
 UNITED SERVICES UNION )  
 ) .....  
 in the presence of )

**WITNESS**

SIGNED on behalf of the )  
 DEVELOPMENTAL AND ENVIRONMENTAL )  
 PROFESSIONALS' ASSOCIATION )  
 in the presence of ) .....

.....  
**WITNESS**

SIGNED on behalf of the            )  
LOCAL GOVERNMENT                )  
ENGINEERS ASSOCIATION            )  
in the presence of                 )

.....  
**WITNESS**

***PART B***

**LAKE MACQUARIE CITY COUNCIL  
SALARY ADMINISTRATION SYSTEM 1995**

**RATES OF PAY  
AS FROM MONDAY 07 NOVEMBER 2005**

**PART B - TABLE 1**

<b>RATES OF PAY TO TAKE EFFECT FROM THE 1<sup>ST</sup> PAY PERIOD TO COMMENCE ON OR AFTER 1 NOVEMBER 2005.</b>		
<b>Lake Macquarie City Council</b>	<b>Salary Administration System 1995</b>	
	<b>Indoor Staff</b>	<b>Outdoor Staff</b>
<b>Operational Band, Level 1</b>	\$	\$
T1 at 15 years of age	278.10	273.80
T2 at 16 years of age or School Certificate	347.00	341.30
T3 at 17 years of age	408.40	401.60
T4 at 18 years of age or over or HSC	477.40	469.30
T5	546.60	537.40
T6	590.20	580.00
T7	619.20	608.70
T8	649.20	638.20
T9	679.00	667.20
T10	709.90	697.40
Note T stands for Trainee		
<b>MINIMUM ENTRY LEVELS</b>	<b>Indoor Staff</b>	<b>Outdoor Staff</b>
<b>Band and Level</b>	\$	\$
OL2	561.30	554.20
OL3	614.60	605.20
OL4	686.60	674.40
AT1	679.00	667.30
AT2	778.60	765.10
AT3	931.90	915.50
PS1	778.60	765.10
PS2	931.90	915.50
PS3	1085.20	1066.20
PS4	1315.50	1292.30
EX1	1238.60	1217.00
EX2	1545.50	1518.10
EX3	1928.80	1894.60
EX4	2312.00	2271.00
<b>As from 7 November 2005</b>		

**Lake Macquarie City Council Salary Administration System 1995**

*Outdoor Staff*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	552.70	566.50	580.60	595.10
2	568.90	583.10	597.60	612.50
3	585.20	599.80	614.70	630.00
4	602.80	617.80	633.20	649.00
5	624.70	640.30	656.20	672.50
6	648.00	664.10	680.60	697.50
7	671.10	687.80	704.90	722.50
8	700.70	718.10	736.00	754.30
9	730.50	748.70	767.30	786.40
10	760.20	779.10	798.50	818.40
11	809.60	829.80	850.50	871.70
12	859.80	881.20	903.10	925.60
13	909.30	931.90	955.10	978.90
14	958.80	982.70	1007.20	1032.30
15	1008.60	1033.70	1059.40	1085.80
16	1058.50	1084.90	1111.90	1139.60
17	1132.90	1161.10	1190.00	1219.60
18	1207.20	1237.30	1268.10	1299.70
19	1281.60	1313.50	1346.20	1379.70
20	1356.40	1390.20	1424.80	1460.30
21	1431.00	1466.60	1503.10	1540.50

As from 7 November 2005

Wage per week

**Lake Macquarie City Council Salary Administration System 1995**

*Indoor Staff* *Includes benefit valuation of 1.875%*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	561.30	575.30	589.60	604.30
2	577.80	592.20	606.90	622.00
3	594.60	609.40	624.60	640.20
4	613.30	628.60	644.30	660.30
5	636.30	652.10	668.30	684.90
6	660.10	676.50	693.30	710.60
7	683.70	700.70	718.10	736.00
8	713.80	731.60	749.80	768.50
9	744.30	762.80	781.80	801.30
10	774.50	793.80	813.60	833.90
11	824.90	845.40	866.50	888.10
12	875.90	897.70	920.10	943.00
13	926.20	949.30	972.90	997.10
14	976.90	1001.20	1026.10	1051.60
15	1027.60	1053.20	1079.40	1106.30
16	1078.20	1105.00	1132.50	1160.70
17	1154.20	1182.90	1212.40	1242.60
18	1229.80	1260.40	1291.80	1324.00
19	1305.80	1338.30	1371.60	1405.80
20	1381.80	1416.20	1451.50	1487.60
21	1457.80	1494.10	1531.30	1569.40

As from 7 November 2005

Salary per week

**PART B - TABLE 2**

<b>ALLOWANCES</b>			
	<b>First Pay Period 01/11/05 \$</b>	<b>First Pay Period 01/11/06 \$</b>	<b>First Pay Period 01/11/07 \$</b>
Clause 18(i)(a) Disability Allowance	0.29 ph or 10.90 pw	0.29 ph or 11.20 pw	0.30 ph or 11.50 pw
Clause 18(i)(b) Disability Allowance	0.76 ph or 28.9 pw	0.78 ph or 29.80 pw	0.81 pd 30.70 pw
Clause 18 (ii) Sewer Chokes	6.26 pc	6.44 pc	6.63 pc
Clause 18(v)(a) Tool Allowances			
Bricklayer	15.60 pw	15.60 pw	15.60 pw
Carpenter & Plumber	22.10 pw	22.10 pw	22.10 pw
Metal & Mechanical Trades	22.10 pw	22.10 pw	22.10 pw
Painter & Signwriter	5.40 pw	5.40 pw	5.40 pw
Plasterer	18.20 pw	18.20 pw	18.20 pw
Clause 18(v)(d) Insurance Value	1283.00 pa	1283.00 pa	1283.00 pa
Clause 18(viii) Car Allowances (cents per km)			
(a) Under 2.5 litres	0.54 p km	0.54 p km	0.54 p km
2.5 litres and over	0.62 p km	0.62 p km	0.62 p km
(b) Minimum quarterly payment	1746.00	1746.00	1746.00
Clause 18(ix) Travelling Allowance within Council Boundaries - Outdoor Staff	From 5/12/05		
(a) 3 km or less	1.93 pd	1.98 pd	2.04 pd
(b) more than 3 km	3.89 pd	4.00 pd	4.12 pd
(c) follow the job	8.11 pd	8.35 pd	8.60 pd
Clause 18(x) Travelling Allowance Outside Lake Macquarie City Boundaries	From 5/12/05		
Distance between boundary and job site			
(ii) Up to 15 km	8.11 pd	8.35 pd	8.60 pd
Each additional 15 km or part thereof	8.11 pd	8.35 pd	8.60 pd
Indoor Staff with Leaseback			
(ii) Up to 15 km	8.11 pd	8.35 pd	8.60 pd
Each additional 15 km or part thereof	3.89 pd	4.00 pd	4.12 pd
Clause 18(ix)(h) Vehicle Allowance (cents per km)			
Under 2.5 litres	0.54 p km	0.54 p km	0.54 p km
2.5 litres and over	0.62 p km	0.62 p km	0.62 p km
Clause 18(x)(a) Camping Allowance	25.50 pn	26.26 pn	27.05 pn
Clause 18(xii)(a) Community Language Allowance	15.60 pw	16.10 pw	16.60 pw
Clause 18(xii)(b) First Aid Allowance	10.50 pw	10.80 pw	11.10 pw
Clause 18(xiii)(a) Meal Allowance	8.40	8.70	8.90
Clause 18(xiii)(b) Meal Allowance	8.40	8.70	8.90
Clause 18(xiii)(c) Meal Allowance	8.40	8.70	8.90
Clause 22C Shift Work			

<b>ALLOWANCES</b>			
	<b>First Pay Period 01/11/05 \$</b>	<b>First Pay Period 01/11/06 \$</b>	<b>First Pay Period 01/11/07 \$</b>
Shift Allowance			
Cleaners	7.55 pd	7.78 pd	8.01 pd
Library	14.14 pd	14.56 pd	15.00 pd
General	12.49 pd	12.86 pd	13.25 pd
Workshop	1.33 ph	1.37 ph	1.41 ph
Clause 23B (iii) On Call Allowance on ordinary working days	13.80 pd	14.20 pd	14.60 pd
Clause 23B (iv) On Call Allowance – on other days	27.00 pd	27.80 pd	28.60 pd
Clause 23B (v) On Call Allowance – maximum per week	122.90 pw	126.60 pw	130.40 pw
Clause 45(iv) Savings and Transitional			
(a) West of the Line Allowance	3.90 pw	3.90 pw	3.90 pw
(b) Climatic Allowance	3.90 pw	3.90 pw	3.90 pw

**Key:**

- ph = per hour
- pa = per annum
- pd = per day
- pw = per week
- pn = per night
- p km = per kilometre
- pc = per choke

## **PART B**

### **SCHEDULE 1**

#### **MINIMUM STANDARDS OF CARAVAN ACCOMMODATION TO BE PROVIDED TO EMPLOYEES REQUIRED TO CAMP OUT**

Where employees camp out council shall provide suitable caravan accommodation for the employees concerned in accordance with the following minimum standards:-

- a) Caravans shall be of such size as to provide adequate space for each employee and no more than two employees should be accommodated in any one caravan.
- b) The walls and ceilings of the caravan shall be of sound construction and shall be insulated. Fly screen doors and windows shall be fitted and all openings adequately sealed against dust and/or weather conditions. Adequate steps shall be provided at each door.
- c) The floor is to be covered with vinyl tiles, linoleum or other acceptable standard floor covering.
- d) Reverse cycle or refrigerated air conditioning or other agreed cooling device and/or heater shall be provided in each caravan and shall be appropriately maintained.
- e) Two separately located suitable bedding shall be provided together with suitable mattresses.
- f) A fixed separate table shall be provided with two separate seats and brackets so as to provide for the taking of meals comfortably.
- g) A wardrobe shall be provided for each employee, ensuring adequate clothes hanging space, fitted with shelf.
- h) A personal bed locker shall be located at each bed. This shall consist of at least one shelf and door.
- i) Each camp shall be supplied with an electric generator or other suitable power source that is of the low decibel type and the generator shall be housed in such a manner so as to provide for noise insulation. The generator shall be sufficiently powerful so as to service each appliance that is within or is associated with the use of the van. Generators shall be appropriately maintained.
- j) Adequate electric lighting shall be installed in the caravan and sufficient external lighting shall be provided so as to allow for safe access to toilet facilities and vehicles.
- k) Each caravan shall be equipped with a suitable refrigerator; a stovette with two burners and a griller and, where such stovette is an l.p.g. stovette, shall be fitted with safety tap. A sink with basin pump connected to a storage water tank of sufficient capacity shall be provided. The water tank shall have an external tap. An adequate supply of cool drinking water shall be provided.
- l) A food and utensils storage cabinet suitably equipped with pots, pans and kettle and sufficient bench space shall be provided to allow for the preparation of meals.
- m) Showering facilities shall be included in the caravan. Each shower cubicle shall be provided with a shower curtain and rod, soap holder, hot and cold water and non-slip floor. Soap and other suitable cleaning agents shall be provided for employees taking showers, such cleaning agents should be of a type that will safely remove an unwanted substance with which the employee has come in contact. Adequate lighting and ventilation shall be provided in the shower area.
- n) The carrying and storage of fuel and council stores within the internal frame of the caravan will not be permitted under any circumstances. Employers shall provide for the safe keeping of employees tool kits and personal belongings, including when employees are off the site. Provision shall be made to allow for safe storage of hand tools and other equipment during meal and other breaks.
- o) Kerosene heating, cooking and/or lighting are not considered to be suitable facilities.
- p) Suitable cleaning equipment shall be provided together with storage facilities for such equipment.
- q) Access to and egress from all amenities shall be kept clear at all times.
- r)
  - Garbage bins, which are vermin/fly proof with secure lids shall be provided together with removable and sealable bin liners.
  - Adequate toilet facilities shall be provided and positioned to provide privacy and so as to preclude odours reaching meal and/or accommodation facilities.



- s) Washing facilities shall be provided under cover and an adequate supply of soap and paper towels shall be provided and replaced as needed. A vermin/fly proof garbage bin with removable liner and secure lid shall be provided in the vicinity of the washing facilities and emptied when necessary.
- t) Caravans shall be regularly inspected for maintenance purposes and a record book kept by council indicating the age of the vans and maintenance work carried out on the vans.