

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA11/3

TITLE: Lake Macquarie City Council Enterprise Agreement 2011

I.R.C. NO: IRC11/179

DATE APPROVED/COMMENCEMENT: 4 March 2011 / 4 March 2011

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**NEW AGREEMENT OR
VARIATION:** Replaces EA06/43.

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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, who fall within the coverage of the Local Government (State) Award 2010.

PARTIES: Lake Macquarie City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union



**Lake Macquarie City Council
Enterprise Agreement
2011**

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PART A

1. ARRANGEMENT

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10.	Skill Descriptors 3. Statement of Intent
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2.	Title
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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 2011.

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 2006, unless specified in the body of this Agreement.

This Agreement shall be read and interpreted wholly in conjunction with the *Local Government (State) Award 2010* and its successors. In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

This Agreement does not rescind and replace:-

- One Person Operated Side Loaded Waste Collection Vehicle Agreement 2011;
- 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

The Anti Discrimination (Clause 3) provisions of the *Local Government (State) Award 2010* and its successors apply.

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 Lake Macquarie City Council.

- 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.
- ii. Association means the Local Government Association of New South Wales and/or the Shires Association of New South Wales.
- iii. 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.
- iv. 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.
 - Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- vi. Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- vii. 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.
- viii. Complying superannuation fund has the same meaning as in the Superannuation Industry (Supervision) Act 1993 (Cth).

10. SKILL DESCRIPTORS

The Skill Descriptors (Clause 5) provisions of the *Local Government (State) Award 2010* and its successors apply.

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.
- iv. Rates of pay and allowances will be increased in accordance with the following table during the term of this agreement.

	First Pay Period 1/7/11	First Pay Period 1/7/12	First Pay Period 1/7/13
Increases	2.15%	3.25%	3.25%

12. SALARY SYSTEM

The Salary System (Clause 7) provisions of the *Local Government (State) Award 2010* and its successors apply.

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

The Payment for Relief Duties/Work (Clause 9) provisions of the *Local Government (State) Award 2010* and its successors apply.

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

The Salary Sacrifice (Clause 11) provisions of the *Local Government (State) Award 2010* and its successors apply.

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.

Council shall pay an additional 1% Employers Contribution above the Superannuation Guarantee Levy for the term of this Agreement.

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: -

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

b) 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.

c) 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.

d) 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.

ix. 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 three (3) kilometres or less.
- 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.** 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.

c) 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 agree 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	\$6.92	\$3.32

thereof		
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(xv) Civil Liability - Engineering Professionals

(a) Except where such responsibility and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the council, an employee who is an engineering professional:

- (1) is directly involved in applying engineering principles to the Asset Management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and
- (2) such assets may give rise to liability under the *Civil Liability Act 2002* shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.

(b) The provision in (a) above shall not be construed so as to require the

reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the Award was varied to give effect to this clause.

(xv) Accreditation of council employees by the Building Professionals Board

Where an employee is required by council to be accredited by the Building Professionals Board under the *Building Professionals Act 2005* (NSW) the council shall:

- (a) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
- (b) grant paid leave to attend course requirements in accordance with the Training and Development Clause, of this Agreement.

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

The Motor Vehicle Leaseback (Clause 14) provisions of the *Local Government (State) Award 2010* and its successors apply.

21. RESIDENCE

The Residence (Clause 15) provisions of the *Local Government (State) Award 2010* and its successors apply.

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:-

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- 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 CivilLake 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 subclause 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.
- x. Where an employee reports for a scheduled weekend overtime shift and this shift is cancelled at the commencement of the shift the employee will be entitled to two (2) hours pay at overtime rates.

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.

- iv. An employee who is called back to work and is required to work between 12 midnight on Friday and 12 midday on Saturday shall be entitled to be paid at the rate of double time for the period worked.

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 Director 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 and is not intended to be "banked" by employees.

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 the rostered hours for that designated day. This subclause 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 up to 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 anyone 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.
- x. Employees on pre approved annual leave who become sick or incapacitated for a period of 1 week or greater, where this sickness or incapacity is supported by a medical certificate (not statutory declaration), may apply to have the annual leave for the period covered by the certificate restored and the period deducted from their sick leave entitlement.

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.
- vi. Employees may make application to cash in annual leave entitlements in the following circumstances:
 - (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between council and the employee.

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.

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 reemployed 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 PARENTAL LEAVE

- i) The *Local Government (State) Award* parental leave provisions apply to all employees.
- ii) Employee's who have completed 2 years continuous service with council are also entitled to a additional maximum payment of three weeks at their ordinary rate of pay.
- iii) This additional payment is subject to the employee having sufficient accrued sick leave for this payment to be deducted from. If the employee has insufficient sick leave the additional payment will be equal to the amount of accrued sick leave available.
- iv) An employee claiming this additional payment will be required to return to work for a period of at least 12 months after the completion of their maternity leave.

J. SUPPORTING PARENT LEAVE

An employee who is a supporting parent shall be entitled to up to 10 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.

K. 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

In the case of extenuating circumstances, the Bereavement Leave (Clause 19, K) provisions of the *Local Government (State) Award* and its successors may be extended and additional paid leave may be granted by the relevant Director.

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

The Flexibility for Work and Family Responsibilities (Clause 20) provisions of the *Local Government (State) Award 2010* and its successors apply.

27. PART-TIME EMPLOYMENT

The Part-Time Employment (Clause 22) provisions of the *Local Government (State) Award 2010* and its successors apply.

28. CASUAL EMPLOYMENT

The Casual Employment (Clause 23) provisions of the *Local Government (State) Award 2010* and its successors apply.

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

The Job Share Employment (Clause 24) provisions of the *Local Government (State) Award 2010* and its successors apply.

31. JUNIOR AND TRAINEE EMPLOYMENT

The Junior and Trainee Employment (Clause 25) provisions of the *Local Government (State) Award 2010* and its successors apply.

32. TRAINING AND DEVELOPMENT

The Training and Development (Clause 26) provisions of the *Local Government (State) Award 2010* and its successors apply.

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.
- j) Proposed variations to leaseback vehicle arrangements.

D. MEETINGS AND SUPPORT SERVICES

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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

The Term Contracts (Clause 30) provisions of the *Local Government (State) Award 2010* and its successors apply.

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

The Disciplinary Procedures (Clause 32) provisions of the *Local Government (State) Award 2010* and its successors apply.

39. OCCUPATIONAL HEALTH AND SAFETY

The Occupational Health and Safety (Clause 33) provisions of the *Local Government (State) Award 2010* and its successors apply.

40. TERMINATION OF EMPLOYMENT

The Termination of Employment (Clause 34) provisions of the *Local Government (State) Award 2010* and its successors apply.

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 pa

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 pa

- 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

The Competitive Tendering (Clause 36) provisions of the *Local Government (State) Award 2010* and its successors apply.

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 section 332 of the Local Government Act 1993.
- iii. This Agreement shall operate from the date of registration by the Industrial Relations Commission of NSW and shall remain in force for a period of three (3) years.
- vi. The increases in rates of pay provided by *Local Government (State) Award 2010* and its successors shall apply to the rates of pay in council's salary system.

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

The Leave Reserved (Clause 40) provisions of the *Local Government (State) Award 2010* and its successors apply.

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**Table 1**

Lake Macquarie City Council Salary Administration System 1995		
	Indoor Staff 35 Hr	Outdoor Staff
Operational Band, Level 1	\$	\$
T1 at 15 years of age	323.10	318.00
T2 at 16 years of age or School Certificate	403.00	396.30
T3 at 17 years of age	474.40	466.40
T4 at 18 years of age or over or HSC	554.50	545.20
T5	634.90	624.20
T6	685.60	673.70
T7	719.20	707.10
T8	754.10	741.20
T9	788.70	774.90
T10	824.50	810.00
Note T stands for Trainee		
	Indoor Staff 35 Hr	Outdoor Staff
MINIMUM ENTRY LEVELS		
Band and Level	\$	\$
OL2	665.30	653.60
OL3	718.60	707.50
OL4	797.50	783.20
AT1	788.70	775.00
AT2	904.40	888.70
AT3	1082.40	1063.30
PS1	904.40	888.70
PS2	1082.40	1063.30
PS3	1260.50	1238.40
PS4	1528.00	1501.10
EX1	1438.70	1413.50
EX2	1795.20	1763.20
EX3	2240.40	2200.50
EX4	2685.50	2637.70

Lake Macquarie City Council Salary Administration System 1995				
<i>Outdoor Staff</i>				
GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	668.10	684.70	701.70	719.20
2	684.90	702.00	719.50	737.40
3	702.10	719.60	737.50	755.90
4	721.00	739.00	757.40	776.30
5	744.60	763.10	782.10	801.60
6	770.20	789.40	809.10	829.20
7	796.20	816.00	836.30	857.10
8	823.70	844.20	865.20	886.70
9	857.70	879.10	901.00	923.40
10	892.50	914.70	937.50	960.80
11	950.40	974.10	998.40	1023.30
12	1009.30	1034.40	1060.20	1086.60
13	1067.50	1094.10	1121.30	1149.20
14	1125.60	1153.60	1182.30	1211.70
15	1184.10	1213.60	1243.80	1274.80
16	1242.70	1273.60	1305.30	1337.80
17	1330.00	1363.10	1397.00	1431.80
18	1417.10	1452.40	1488.60	1525.70
19	1504.50	1542.00	1580.40	1619.80
20	1592.40	1632.10	1672.70	1714.40
21	1679.90	1721.70	1764.60	1808.50
As from 1 November 2010		Wage per week		

Lake Macquarie City Council Salary Administration System 1995				
Indoor Staff 35 Hour		<i>Includes benefit valuation of 1.875%</i>		
GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	674.70	691.50	708.70	726.30
2	691.90	709.10	726.80	744.90
3	709.90	727.60	745.70	764.30
4	730.00	748.20	766.80	785.90
5	754.80	773.60	792.90	812.60
6	775.80	795.10	814.90	835.20
7	802.50	822.50	843.00	864.00
8	837.90	858.80	880.20	902.10
9	873.70	895.50	917.80	940.70
10	909.10	931.70	954.90	978.70
11	968.40	992.50	1017.20	1042.50
12	1028.40	1054.00	1080.20	1107.10
13	1087.40	1114.50	1142.30	1170.70
14	1146.90	1175.50	1204.80	1234.80
15	1206.30	1236.30	1267.10	1298.70
16	1265.80	1297.30	1329.60	1362.70
17	1354.80	1388.50	1423.10	1458.50
18	1443.70	1479.60	1516.40	1554.20
19	1533.00	1571.20	1610.30	1650.40
20	1622.20	1662.60	1704.00	1746.40
21	1711.40	1754.00	1797.70	1842.50
As from 1 November 2010		Salary per week		

Lake Macquarie City Council Salary Administration System 1995				
Indoor Staff 38 Hour		<i>Includes benefit valuation of 1.875%</i>		
GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	677.00	693.90	711.20	728.90
2	694.20	711.50	729.20	747.40
3	712.20	729.90	748.10	766.70
4	732.30	750.50	769.20	788.40
5	757.30	776.20	795.50	815.30
6	783.80	803.30	823.30	843.80
7	810.50	830.70	851.40	872.60
8	838.70	859.60	881.00	902.90
9	873.70	895.50	917.80	940.70
10	909.10	931.70	954.90	978.70
11	968.40	992.50	1017.20	1042.50
12	1028.40	1054.00	1080.20	1107.10
13	1087.40	1114.50	1142.30	1170.70
14	1146.90	1175.50	1204.80	1234.80
15	1206.30	1236.30	1267.10	1298.70
16	1265.80	1297.30	1329.60	1362.70
17	1354.80	1388.50	1423.10	1458.50
18	1443.70	1479.60	1516.40	1554.20
19	1533.00	1571.20	1610.30	1650.40
20	1622.20	1662.60	1704.00	1746.40
21	1711.40	1754.00	1797.70	1842.50
As from 1 November 2010		Salary per week		

ALLOWANCES		
Clause No.	Title	Applicable as from 1 November 2010
LMCC Enterprise Agreement		
18(ii)	Sewer Chokes	\$7.26 per choke
18(ix)	Travelling Allowance within Council Boundaries - Outdoor Staff (a) 3 Km or less (b) Greater than 3 Km (c) Follow the Job	\$2.29 per day \$4.63 per day \$9.65 per day
18(x)	Travelling Allowance outside Council Boundaries <u>Distance between boundary and job site.</u>	
(ii)	Up to 15 kms Each additional 15 km or part thereof	\$9.65 per day \$9.65 per day
(ii)	<u>Indoor Staff with Leaseback</u> Up to 15 kms Each additional 15 km or part thereof	\$9.65 per day \$4.63 per day
18 (v)(iii)	Car Allowances	
(a)	Under 2.5 litres 2.5 litres and over	\$0.65 per km \$0.74 per km
(b)	Minimum quarterly payment	\$1,809.00
22 C	Shift Work Cleaners Library General Workshop	\$8.86 per day \$16.59 per day \$14.65 per day \$1.55 per hour
18(xii)(b)	First Aid Allowance	\$12.20 per week
18 (i) (a)	Disability Allowance	\$0.33 ph or \$12.70 per week
18 (i)(b)	Disability Allowance	\$0.88 ph or \$33.70 per week
18 (v)(a)	Tool Allowance Bricklayer Carpenter & Plumber Metal & Mechanical Trades Painter & Signwriter Plasterer	\$18.60 per week \$26.20 per week \$26.20 per week \$6.30 per week \$26.20 per week
18 (v)(d)	Insurance Value	\$1,517.00 per annum
18 (x)(a)	Camping Allowance	\$35.00 per night
18 (xii)(a)	Community Language Allowance	\$18.10 per week
23B	On Call Allowance	
(iii)	on ordinary working days	\$16.02 per day
(iv)	on other days	\$31.35 per day
(v)	maximum per week	\$142.80 per week
18 (xii)(a),(b),(c)	Meal Allowance	\$12.90
35 (iv)	Saving and Transitional	
(a)	West of the Line Allowance	\$3.90 per week
(b)	Climatic Allowance	\$3.90 per week

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.

LMCC Enterprise Agreement 2011

- 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 car