

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA15/4

**TITLE:** Lake Macquarie City Council Enterprise Agreement 2014

**I.R.C. NO:** IRC14/865

**DATE APPROVED/COMMENCEMENT:** 23 February 2015 / 23 February 2015

**TERM:** 48 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA11/3.

**GAZETTAL REFERENCE:** 27 Mar 2015

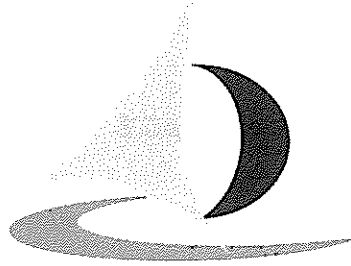
**DATE TERMINATED:**

**NUMBER OF PAGES:** 67

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees in Lake Macquarie City Council, located at 126-138 Main Road, Speers Point NSW 2284, except those designated as Senior Staff under section 332 of the Local Government (State) Award Axt 1993.

**PARTIES:** Lake Macquarie City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales



*Lake Macquarie*  
**City Council**

**Lake Macquarie City Council  
Enterprise Agreement  
2014**

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## PART A

### 1. ARRANGEMENT

<b>Clause No.</b>	<b>Subject Matter</b>
18.	Allowances, Additional Payments and Expenses
8.	Anti-Discrimination
37.	Appointment and Promotion
47.	Area, Incidence and Duration
28.	Casual Employment
43.	Competitive Tendering
36.	Consultative Committees
19.	Damage to Personal Items
9.	Definitions
39.	Disciplinary Procedures
4.	Duress
46.	External Contract Works
26.	Flexibility for Work and Family Responsibilities
38.	Grievance and Dispute Procedures
24.	Holidays
22.	Hours of Work
33.	Job Share Employment
34.	Junior and Trainee Employment
31.	Labour Hire
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48.	Leave Reserved
32.	Multiple Employment
20.	Motor Vehicle Leaseback
6.	Objectives of the Agreement
23.	Overtime
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14.	Payment for Relief Duties/Work
15.	Payment of Employees
5.	Previous Awards and Agreements
11.	Rates of Pay
21.	Residence

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- 16. Salary Sacrifice
- 12. Salary System
- 7. Security of Employment
- 10. Skill Descriptors
- 3. Statement of Intent
- 17. Superannuation Fund Contributions
- 29. Temporary Employment
- 30. Term Contracts
- 41. Termination of Employment
- 2. Title
- 35. Training and Development
- 45. Union Meetings
- 44. Use of External Resources
- 13. Use of Skills
- 40. Work Health and Safety
- 42. Workplace Change and Redundancy

**PART B**

Table 1: Rates of Pay

Table 2: Allowances



## 2. TITLE

This Agreement shall be referred to as the Lake Macquarie City Council Enterprise Agreement 2014.

## 3. STATEMENT OF INTENT

This Agreement has been prepared collaboratively with all parties to the Agreement working together to consider the provisions of the previous Agreement and to investigate fair and equitable options for each proposed amendment.

Over the last five years, Council as an organisation, has undergone significant changes through a comprehensive service review, followed by an application to IPART for a seven-year rate variation.

As a result of these two projects, in conjunction with a culture of strong and efficient work practices, Council is achieving high levels of performance and is in a stable financial position.

The organisation's high levels of performance are directly attributable to the work and commitment of our employees. It has been the intent of all parties participating in the development of this Agreement, to ensure that wherever possible provisions are made to support and encourage the ongoing commitment of employees, while ensuring that Council's financial position is not compromised.

All 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 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
- Ensure the delivery of quality services to the community
- Ensure that continuous improvement and efficient work practices are implemented as standard across the organisation

Council's staffing levels for permanent, permanent part-time and long-term casuals or seasonal workers (eg five years minimum) are identified as being 590 indoor, 376 outdoor, and 27 long-term casuals or seasonal employees as at 30 June 2013.

It is Council's intention that these numbers will be maintained as a minimum however, it is acknowledged that these figures may be affected by external circumstances such as a reduction in or changes to Federal or State government grants and policies affecting Council's revenue that are beyond Council's control.

## 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 2011, unless otherwise specified in the body of this Agreement.

This Agreement shall be read and interpreted wholly in conjunction with the *Local Government (State) Award 2014* 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:

- CiviLake Night Shift Agreement
- Afternoon Shift Workshop Agreement

- CiviLake Inclement Weather Leave Procedure (Wet Weather Agreement)
- Beach Life Guards Time in Lieu Agreement
- To and From Use of Commercial Vehicle Agreement
- Waste Collection Agreement 2013
- Flexible Working Hours (Flexi Time) Agreement
- Engineers Retention Bonus - Agreement
- Toilet Cleaners Agreement
- CiviLake Services On Call Agreement
- Customer Service Centre Workplace Agreement
- Park Garbage Waste Services Agreement

## 6. OBJECTIVES OF THE AGREEMENT

The objectives of this Agreement are:

- The provision of quality services to the community of Lake Macquarie at all times.
- The attainment of strategies, objectives and action plans of Lake Macquarie City Council's Long Term Financial Plan, Delivery Program and Operational Plan.
- The enhancement of the image and profile of Lake Macquarie City Council and the City of Lake Macquarie.
- To provide employment conditions that are fair, sustainable and support the wellbeing of employees.

The objectives of this Agreement will be achieved through:

- Maintaining 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 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.
- Attracting and retaining people with the best skills and capabilities for each role.

The reward for achieving these objectives will be:

- Improved quality of service, enhanced productivity, and the development of new services.
- Financial sustainability for the organisation resulting in consistent levels of service.

## 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 on 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 a work environment of continuous improvement may result in changes to jobs and functions within the organisation. When changes occur, management and staff affected shall work together to ensure that the skills required are gained to enable employees to accept new responsibilities, provided that the employee(s) affected are willing and demonstrate capacity to acquire the required skills. (Note: training responsibility – refer to clause 42 iv (c)).

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 2014* and its successors apply.

## 9. DEFINITIONS

i.

(a) **Council** means Lake Macquarie City Council. Lake Macquarie City Council is a council 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*.

(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. **LGNSW** means Local Government 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
- Adverse Working Conditions Allowances
- Shift allowances
- Tool allowances
- On Call allowance
- First Aid allowance
- Warden allowance
- Community Language and Signing Work allowances
- Civil Liability allowance

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

- Overtime payments
- Camping allowance
- Travelling allowances
- Sewer Chokes allowance
- Vehicle allowances
- Meal allowances
- Outdoor Travel allowance

v. **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 this Agreement, the *Superannuation Guarantee (Administration) Act 1992* (Cth), and the *Superannuation Guarantee (Administration) Amendment Act 2012* (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 2014* and its successors apply.

## 11. RATES OF PAY

- i. The rates of pay are established for positions with the skill 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.
- iv. Rates of pay and allowances will be increased in accordance with the *Local Government (State) Award 2014* for the term of this Agreement or 2.75% per year whichever is greater.

	First Pay Period 1-7-14	First Pay Period 1-7-15	First Pay Period 1-7-16	First Pay Period 1-7-17
Increases	2.75%	2.75%	2.8%	2.75%*

\* This increase will only apply if the negotiated *Local Government (State) Award* (or the relevant industrial instrument for local government in New South Wales) increase is less than 2.75%. If the *Local Government (State) Award* (or the relevant industrial instrument for local government in New South Wales) increase is greater, then this will apply.

## 12. SALARY SYSTEM

The Salary System (Clause 7) provisions of the *Local Government (State) Award 2014* and its successors apply.

## 13. USE OF SKILLS

Council has developed a Capability Framework that outlines the necessary skills and experience to deliver a high standard of service to the community. The framework is position based and the basis of skill development and performance management in Council.

- 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. 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 xiv. 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 10) provisions of the *Local Government (State) Award 2014* and its successors apply.

## 15. PAYMENT OF EMPLOYEES

- i. Employees shall be paid weekly (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 direct credit to the employee's nominated account.
- iv. 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, provided that this subclause shall not apply if:
  - (a) alternative duties are available that the employee can usefully perform, or
  - (b) the bushfire or other climate circumstance occurred outside of the State of New State Wales.

## 16. SALARY SACRIFICE

The Salary Sacrifice (Clause 13) provisions of the *Local Government (State) Award 2014* and its successors apply.

## 17. SUPERANNUATION FUND CONTRIBUTIONS

Subject to the provisions of the *Industrial Relations Act 1996*, Council shall make superannuation contributions to any complying Australian superannuation fund nominated by the employee. A complying super fund is one that receives concessional tax treatment from the Australian Taxation Office and is regulated under the *Superannuation Industry (Supervision) Act 1993* (Cth).

Unless an alternate complying superannuation fund is nominated, the default fund shall be the Local Government Superannuation Scheme.

Employer superannuation contributions are based upon the employee's ordinary pay as defined in Clause 9 iv and at the rates provided in the table below:

	First Pay Period 1/7/2014	First Pay Period 1/7/2015	First Pay Period 1/7/2016	First Pay Period 1/7/2017
Total	10.5%	11%	11.5%	12%

## 18. ALLOWANCES, ADDITIONAL PAYMENTS AND EXPENSES

### i. Adverse Working Conditions Allowances

The Adverse Working Conditions Allowances (Clause 15 (i) and (ii)) provisions of the *Local Government (State) Award 2014* and its successors apply.

Payment of this allowance shall be 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.

### ii. Sewer Chokes

The Sewer Choke Allowance (Clause 15 (iii)) provisions of the *Local Government (State) Award 2014* and its successors apply.

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

**iii. Septic Tanks**

The Septic Tanks Allowance (Clause 15 (iv)) provisions of the *Local Government (State) Award 2014* and its successors apply.

**iv. Sewerage Treatment Works**

The Sewerage Treatment Works Allowance (Clause 15 (v)) provisions of the *Local Government (State) Award 2014* and its successors apply.

**v. Employee Providing Tools**

The Employee Providing Tools Allowances (Clause 15 (vi)) provisions of the *Local Government (State) Award 2014* and its successors apply.

Payment of this allowance shall be 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.

**vi. Telephone**

The Telephone Allowance (Clause 15 (vii)) provisions of the *Local Government (State) Award 2014* and its successors apply.

**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 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 Council and the employee. Travelling arrangements shall, where practicable, be agreed between Council and the employee prior to the event where travel is required.

**viii. Licence Reimbursement Outdoor Staff**

- (a) 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 at the renewal of the employee's licence.
- (b) Licence reimbursement will apply at the time of renewal for permanent outdoor staff, Council apprentices and trainees. Temporary employees will be reimbursed on a pro-rata basis if the licence is required by Council.
- (c) 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.
- (d) Outdoor staff who are required, as part of the normal course of their duties, to hold a WorkCover NSW High Risk Licence shall be reimbursed the cost of such licence or certificate.
- (e) This reimbursement shall not apply to any indoor staff as this benefit has been incorporated into the indoor employees' rate of pay.

**ix. Working With Children Check Reimbursement**

The Working With Children Check Reimbursement (Clause 15 (ix) (c)) provisions of the *Local Government (State) Award 2014* and its successors apply.

**x. Vehicle Allowances**

The Vehicle Allowances (Clause 15 (x)) provisions of the *Local Government (State) Award 2014* and its successors apply.

Payment of this allowance shall be 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.

**xi. 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 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 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 travelling 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 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.

**xii. 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 Council's Works Depot shall be paid a travelling expense allowance in accordance with clause 18 xi. (a) or 18 xi. (b) or 18 xi. (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 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.

**xiii. Camping Allowance**

The Camping Allowance (Clause 15 xii) provisions of the *Local Government (State) Award 2014* and its successors apply.

**xiv. Community Language, Signing Work, First Aid Work and Warden 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's 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 Council, the employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.

(c) Wardens Work

Where an employee is required by Council to perform the role of an emergency evacuation warden, and the use of such adjunct skills are not paid for in accordance with the salary system established by Council, the employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.

(d) Additional Skills Criteria

1. Where an employee is required by Council to use community language or language signing, first aid, or warden skills, in the performance of their duties:
  - Council shall provide the employee with the opportunity to obtain accreditation or training from the relevant agency or organisation;
  - The employee shall be prepared to be identified as possessing the additional skill(s); and
  - The employee shall be available to use the additional skill(s) as required by Council.
2. Such training shall form part of Council's training plan and budget, in accordance with the requirements of Clause 35 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.

**xv. Meal Allowance**

The Meal Allowance (Clause 15 (xiv)) provisions of the *Local Government (State) Award 2014* and its successors apply.

Payment of this allowance shall be 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.

**xvi. 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.



### **xvii. Civil Liability - Engineering Professionals**

The Civil Liability – Engineering Professionals (Clause 15 (xv)) provisions of the *Local Government (State) Award 2014* and its successors apply.

Payment of this allowance shall be 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.

### **xviii. Accreditation of employees as Chartered Professional Engineers**

The Accreditation of employees as Chartered Professional Engineers (Clause 15 (xvi)) provisions of the *Local Government (State) Award 2014* and its successors apply.

### **xix. Accreditation of Council employees by the Building Professionals Board**

The Accreditation of employees by the Building Professionals Board (Clause 15 (xvii)) provisions of the *Local Government (State) Award 2014* and its successors apply.

## **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 16) provisions of the *Local Government (State) Award 2014* and its successors apply.

## **21. RESIDENCE**

The Residence (Clause 17) provisions of the *Local Government (State) Award 2014* 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:
  - Administration
  - Building Surveying
  - Community Services (Professional/Specialist Band 3)
  - Engineering (Professional and Trainees)
  - Executive Band
  - Finance
  - Health Surveying
  - Library
  - Public Relations
  - Technical Services
  - 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:
- (a)
- Building Surveyors
  - Crematoriums and Cemeteries
  - Engineering (Professional and Trainees)
  - Finance
  - Health Surveyors
  - Road Construction and Maintenance
  - Sale Yards
  - Stores and Depots
  - Town Planning
  - Trade functions
- (b) 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.
- v. An employee's commencement and/or finishing times may be altered by agreement or by Council with the provision of reasonable notice where there are genuine operational or safety reasons supporting the variation. For the purpose of this subclause, reasonable notice shall be determined having regard to:
- the employee's personal circumstances including any family and carer responsibilities; and
  - the needs of the workplace, including any genuine operational or safety reasons.

Unless otherwise agreed, at least four weeks prior to the proposed alteration, Council shall provide the employee with the reasons for the proposed alteration to commencement and/or finishing times in writing. At least two weeks prior to the proposed alteration, the employee shall provide reasons in writing if they do not agree with the proposed alteration, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute, Clause 38, Grievance and Disputes Procedures, shall apply.

This subclause only applies in relation to changes to commencement and/or finishing times and does not apply to changes in the days that an employee is required to work.

- vi. 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 work, health and safety standards.
- vii. Employees shall not be required to exceed 12 hours in any one day inclusive of time spent travelling from the employee's residence to the agreed job site and the time spent returning home to the employee's 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
  - 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 subclause, Council shall not be required to pay the penalty rate provided by subclauses 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 (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 CiviLake Night Shift Agreement and the Afternoon Shift Workshop 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 subclause.
- 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 adverse working conditions allowance provided under clause 18 i. 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 subclause 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 subclause ii. of this provision, 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**

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 weeks' notice shall be given by the supervisor/manager of the need to work on a scheduled Roster Day Off (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.

#### **F. ROSTER CYCLES**

- i. Council currently operates three roster cycles:
  - (a) 14 day, three week scheduled roster
  - (b) 9 day fortnight scheduled roster
  - (c) 9 day fortnight (flexi time)
- ii. Council will seek to introduce a 9 day fortnight roster or 9 day fortnight (flexi time) system wherever practical across the organisation. Any changes to rostering will be determined at a team level giving appropriate consideration to the operational needs of the organisation and the need to ensure that levels of service are not adversely affected, balanced with personal and family considerations.
- iii. Where it is concluded that it is not practical, notice of this decision and the reasons will be provided to the Enterprise Agreement Implementation Committee for consideration in regard to the effective implementation of these provisions.
- iv. It is intended that wherever possible, the 9 day fortnight roster will be implemented at the earliest opportunity. The Enterprise Agreement Implementation Committee will meet regularly to review the implementation of a 9 day fortnight schedule.

### **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 an other agreed time.
- v. An employee (other than a casual) who:
  - (a) works four or more hours overtime after the completion of an ordinary shift and does not receive 10 consecutive hours off duty in the 14 hours immediately preceding the commencement of their next ordinary shift, or
  - (b) works overtime after the completion of two consecutive ordinary shifts without receiving 10 consecutive hours off duty,

shall be released after the completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time during such absence.

If an employee is instructed to resume work without receiving the 10 consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a 10 hour break without loss of pay.

- vi. Where there is prior agreement between 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, or granted PAT in accordance with Clause 23G.
- vii. Where an employee is attending training, conferences or seminars, and to attend will require additional time 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 subclause, an employee who is required to attend meetings of 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), 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 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 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. 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 and the time the employee returns from work. On call employees are not subject to the minimum 'call back' payment provisions of Clause 23C.

- vii. For each public holiday an employee is required to be on-call, the employee shall be granted an additional half day time in lieu to be taken at an agreed time, or with prior agreement the Council may pay the employee an additional half day in lieu of leave.
- viii. Employees on call who are required to work on a public holiday shall be entitled to be paid overtime at the appropriate rate for the hours worked, in addition to ordinary pay for the public holiday. Such overtime rate shall be paid from the time the employee departs for work and the time the employee returns from work. On call employees who are required to work on a public holiday are not subject to the minimum 'call back' payment provisions of Clause 23C.

### **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, or accrual of Peak Accrued Time (PAT) in accordance with Clause 23G, 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 or accrual. An employee working on a call back shall be paid the appropriate overtime rate, or accrual of PAT, 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 or accrue PAT in accordance with Clause 23G, for the period worked.

### **D. REMOTE RESPONSE**

The Remote Response (Clause 19 E) provisions of the *Local Government (State) Award 2014* and its successors apply.

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

- i. Employees who are not on-call and receive after hours telephone calls from the public and/or the after hours answering service, and it is outside their normal working hours, 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.

### **F. TIME IN LIEU**

- i. Employees shall be entitled to accrue time in lieu up to a maximum of 10 days.
- ii. 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.
- iii. The accrual of such time shall be by agreement.
- iv. 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.

### **G. PEAK ACCRUED TIME (PAT)**

Peak Accrued Time (PAT) is the provision that recognises that employees may be required to work outside their ordinary hours, especially during periods of peak workloads, which may occur seasonally, or for specific projects, or for identified meetings and events. There may be multiple peak periods within a 12 month period.

From 1 July 2015, an employee who is directed to work overtime may subsequently elect to accrue PAT. This election is made by the employee in lieu of overtime payments.

- i. In reference to clauses 23A i, ii, iii and 24A iv, overtime worked at the rate of time and a half when accrued as PAT, is at a rate of 1.25, and overtime worked at the rate of double time when accrued as PAT, is at a rate of 1.5.
- ii. For those employees working under a Flexi Time Agreement, Peak Accrued Time cannot be claimed without approval within the spread of hours of the Flexi Time Agreement.
- iii. The accrual of time may be on an annual, seasonal, or individual job/project basis.
- iv. The maximum amount of PAT accrued per peak period is five days, with consideration to subclause v. of this provision.
- v. 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.
- vi. The accrued time shall be taken at a time mutually convenient to the employee and the supervisor/manager, within 12 months or where possible prior to the next designated peak period commencing.
- vii. Accrued hours not taken, shall be paid out once in a 12 month period to a maximum of five days. This payment is made at the employee's normal hourly rate. For example, 10 hours accrued at time and a half, at a PAT rate of 1.25 equals 12.5 PAT hours. When paid out, 12.5 hours will be paid at the employee's normal hourly rate.
- viii. In extenuating circumstances, an employee's PAT may be paid out within any given 12 month period or the designated peak period by agreement with the Director.
- ix. Upon termination, PAT hours will be paid at the rate it was accrued. For example, 10 hours accrued at time and a half, at a PAT rate of 1.25, equals 12.5 PAT hours. When paid out at termination, 10 hours at 1.5 times the employee's normal hourly rate will be paid.

## **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 Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all locally proclaimed holidays within 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, 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 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 Council and the union(s).
- ii. The union(s) shall advise 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 14 day, three week roster 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.

For those employees on a flexi time agreement the accrual shall be 7 hours for a 35 hour week and 7.6 hours for a 38 hour week.

### A. PERSONAL LEAVE

- i. Employees who are unable to attend for duty due to personal illness or injury, or to provide care and support for someone when they are ill or injured shall be entitled during each year of service to personal leave of 15 days (pro-rata for part time employees) at the ordinary rate of pay subject to:
  - (a) Council being satisfied that the leave is such that it justifies the personal leave time off; and
  - (b) The incapacity does not arise from engaging in other employment.Personal leave shall accumulate so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- ii. The entitlement to use personal leave to provide care and support to an ill or injured person 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;
    - A spouse of the employee; or
    - A defacto spouse, who lives with the employee as the husband or wife 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



- An immediate family member, where for the purposes of this paragraph 'immediate family' means traditional kinship where there is a relationship or obligation under the custom and traditions of the community or group to which the employee belongs.
  - A relative of the employee who is a member of the same household, where for the purposes of this paragraph:
    1. 'Relative' means a person related by blood, marriage or affinity;
    2. 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
    3. 'Household' means a family group living in the same domestic dwelling.
- iii. The employee is not required to provide proof of illness to claim personal leave. However, the employer may require an employee to provide future proof of illness to support a claim for personal leave in the event that a pattern of leave occurs, which suggests that the leave provision may be being abused.
- iv. If proof of illness is required, the employer shall meet with the employee, where practicable, and advise why medical certificate(s) or statutory declaration(s) are being requested prior to implementing the need for the provision of proof of illness.
- v. Where proof of illness is required, the proof of illness must be given to the employer as soon as reasonably practicable, which may be at a time before or after the leave has started. Where the proof of illness is a medical certificate, the medical certificate must include a statement to the effect that in the registered health practitioner's opinion, the employee was, is, or will be unfit for work during the stated period because of a personal illness or injury; or alternatively the person for whom the employee is providing care and support is in need of such support because the person is ill or injured.
- vi. An employee shall, wherever practicable, give Council notice prior to the absence or the intention to take personal leave, the estimated length of absence and keep Council updated as to their likely return to work. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone at the first opportunity on the day of absence.
- If the incapacity is in relation to providing care and support to an ill person, an employee needs to provide 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.
- Personal leave is not intended to be used for long term, ongoing care and support to an ill or injured person. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
- vii. In normal circumstances, an employee must not take personal leave under this subclause where another person has taken leave to care for the same person.
- viii. Council may require employees to attend a doctor nominated by Council at Council's cost.
- ix. In the event the employee has insufficient personal leave to cover the period of absence, Council has the discretion to grant access to other forms of leave. Other such forms of leave may include rostered days off, annual leave, time in lieu or leave without pay. Council shall exercise discretion to approve other forms of leave.
- x. Where the personal leave entitlement as prescribed has been exhausted, Council may grant such additional personal leave as, in its opinion, the circumstances may warrant.
- xi. Section 50 of the *Workers Compensation Act 1987* dealing with the relationship between sick leave and workers' compensation applies.
- xii. Employees on pre-approved annual leave who become ill, injured, incapacitated or need to provide care and support to someone (as defined in subclause ii. (b)) who is ill or injured for a period of one week or greater, where the incapacity is supported by a medical certificate; may apply to have the annual leave for the period covered by the certificate restored and the period deducted from their personal leave entitlement.
- xiii. Accumulated personal 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 leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated leave shall only be transferable if the period of cessation of service with Council and appointment to the service of another council does not exceed three months. The leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate agreement at the time of transfer.

- xiv. Where an employee had an entitlement under Agreements rescinded and replaced by this Agreement for the payment of unused leave arising out of the termination of employment due to ill-health or death, and where such entitlement existed as at 15 February 1993, subject to any entitlements having been subsequently paid out or taken as annual leave at the request of the employee in accordance with Clause 25E, the following provisions shall apply:
- (a) In the event of the termination of service of an employee on account of ill health and 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 personal 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, Council shall pay to the employee's estate, the monetary equivalent of any untaken personal leave standing to the employee's credit at the time of death.
  - (c) Payment under this clause is limited to personal 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 personal leave shall be paid in accordance with Clause 14 of Schedule 4 of the *Industrial Relations Act 1996*.

## **B. PERSONAL LEAVE SHARING SCHEME**

Council will develop and implement a framework or mechanism to allow personal leave to be donated and shared amongst employees in extenuating circumstances. It is anticipated that this framework will be developed during the first 12 months of this Agreement.

## **C. SICK LEAVE BONUS INDOOR STAFF (Post 2000) Applicable to indoor staff employed before the signing of the 2014 Agreement**

In previous enterprise agreements (2000-2011) a sick leave bonus was available for indoor staff 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 introduction of this condition shall be utilised.
- v. 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.
- vi. 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.
- vii. This scheme is preserved for current employees with options to exit the scheme prior to termination in accordance with subclause E – Sick Leave Bonus Flexibility prior to termination.
- viii. This scheme is not available to employees commencing on or after the signing of this Agreement.

This scheme was originally included in the 2000 Agreement and was intended to act as an incentive to eliminate unnecessary sick leave. However, the provisions are now inconsistent with the philosophy that sick leave is available to employees to use when they are sick, and the bonus scheme may in fact encourage employees who are sick, to come to work.

In addition, the bonus scheme is inconsistent with the changes to clause 25A which removes the requirement to prove the need for sick leave and instead introduces the philosophy that Council will trust employees to stay at home when they or their family is sick, and come to work and be productive when they are well.

#### **D. 15 FEBRUARY 1993 SICK LEAVE (PRE-1993)**

Sick Leave accrued at Lake Macquarie City Council prior to 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.

#### **E. SICK LEAVE BONUS FLEXIBILITY - PRIOR TO TERMINATION**

- i. Eligible employees who have entitlements in either the Pre -1993 or Post 2000 sick leave bonus scheme will be able to access this leave as cash or annual leave while still employed by Lake Macquarie City Council.
- ii. An employee may access this bonus entitlement as leave with an approved leave plan, ie be able to demonstrate that they intend to take the leave within an agreed period.
- iii. A Council policy will be developed to address the approval and options for employees to access the Pre-1993 or Post 2000 sick leave flexibility schemes.
- iv. Staff wishing to access the leave or cash-in option must maintain a minimum sick leave balance of six weeks.
- v. An employee who elects to have Sick Leave paid out will also receive a superannuation fund contribution as per Clause 17 of this agreement in addition to the balance.
- vi. Once an employee chooses to 'cash-in' or convert to leave any sick leave from either the pre-1993 or the post 2000 scheme they will no longer be eligible to participate in that particular sick leave bonus scheme.

#### **F. ANNUAL LEAVE**

Annual leave is to be taken at a minimum period of one half day.

- i. Annual leave of absence consisting of four 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 subclause 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; or
  - (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 through the usual weekly pay periods, or by request, before the commencement of the employee's leave.
- iv. On resignation or termination of employment, Council shall pay to the employee:
  - (a) their ordinary rate of pay for all untaken leave credited for completed years of service; and
  - (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 six 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 four 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.

**G. 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.

**H. ADDITIONAL ANNUAL LEAVE**

- i. An employee and Council may negotiate an additional annual leave arrangement where leave can be purchased in advance of requiring the leave to be taken.
- ii. Purchased leave is a separate arrangement whereby the employee will receive their normal four weeks annual leave and purchase up to an additional two weeks leave with pay.
- iii. Employees may purchase up to two weeks purchased leave, with a minimum period of one week, by taking a reduced salary over a 52 week period:

Number of paid weeks (spread over 52 weeks)	Number of weeks purchased leave	% of Full Time Salary (Paid over 52 weeks)
50 weeks	2 weeks	96.1538
51 weeks	1 week	98.0769

Periods of time exceeding the two week purchase leave limit can be considered on an individual application.

- iv. Any additional hours worked by the employee on a purchased leave arrangement shall be compensated in accordance with the overtime and time in lieu provision determined in this Agreement. Where additional hours are paid at penalty or overtime rate, the payment shall be calculated using the employee's ordinary hourly rate and not the annualised hourly rate.
- v. All purchased leave under this clause must be taken in full at the end of the 52 weeks period. During the period in which it is taken, an employee should exhaust their full purchased leave entitlement before accessing their annual leave entitlement.

- vi. An employee working under this arrangement may revert to standard employment conditions at the end of the 52 week reservation period, or in extraordinary circumstances as initiated by the employee and approved by Council.
- vii. Purchased leave arrangements are not available to casual or temporary employees.
- viii. On termination of employment or withdrawal from the purchase leave arrangement before the end of the purchased leave period, employees will either:
  - (a) have the pro-rata amount of unused purchased leave reimbursed as a lump sum payment; or
  - (b) be required to repay any overdrawn purchased leave.
- ix. All agreements for additional annual leave must be in writing and signed by the Council and the employee.
- x. In considering an employee's request to purchase additional annual leave, the manager will take into consideration the following:
  - (a) the effect on the workplace and Council of approving the request, including the financial impact of doing so and the impact on efficiency, productivity, customer service, teaching and learning;
  - (b) the capacity to organise work among existing staff;
  - (c) the capacity to recruit a replacement employee or the practicality or otherwise of the arrangements that may need to be put in place to accommodate the employee's request; and
  - (d) the requesting employee's leave balance.

An employee with excess leave balances are not eligible to participate in the purchase of additional annual leave.
- xi. Employer Superannuation Contributions are based on the reduced annual rate of pay.
- xii. An employee who is on a period of employee funded leave will continue to accrue annual, long service and personal leave at 100% of the employee's accrual rate.
- xiii. Purchased leave is considered as service in all circumstances.
- xiv. In the event of promotion, secondment or transfer the application of the purchase leave arrangement will be subject to the circumstances in that particular workplace. The continued application of the arrangement is to be negotiated between the employee and the new manager.

A recalculation of the annualised hourly rate will be applied if the agreement is discontinued or continued with a different pay rate.
- xv. Employees should seek financial advice on the effect on taxable income and superannuation prior to seeking to enter into purchased leave arrangements.
- xvi. Outdoor employees will not be entitled to annual leave loading on any additional annual leave purchased.

#### **I. CONCESSIONAL LEAVE – OUTDOOR EMPLOYEES**

- i. Four concessional days leave with pay shall be granted to permanent outdoor employees. One of these days is in lieu of the previously recognised Bank Holiday.
- ii. Employees will qualify for the above concessional days provided:
  - The employee has a full 12 months service; 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 weeks.
- iii. Concessional Leave is to be taken during the Christmas shutdown unless employees are required to work during this period, in which case, the leave will be taken at an alternative, mutually convenient time.
- iv. An employee who is eligible for concessional leave and has worked through a Christmas shutdown and terminates their employment before taking the leave, will be paid such leave on termination.

## J. CHRISTMAS CLOSURE – INDOOR EMPLOYEES

If Council implements a Christmas shutdown of administrative services affecting indoor employees then all indoor employees will be able to access two days from their personal leave for this period. Additional leave required for the shutdown will need to be identified from an employee's other leave entitlements, such as TIL, annual leave, and long service leave.

## K. HALF DAY LEAVE – CHRISTMAS EVE

On the last business day before Christmas, Council has a half day closure for all employees working on that day. The purpose of this closure is for employees to celebrate together. Employees rostered to work will receive a half day leave. Employees who are not rostered to work on this day will not receive the half day leave.

## L. 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 five years' service thereafter	11 weeks

- (b) Where an employee has completed more than five years' service with 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 Council and the employee in minimum periods of one day 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 through the usual pay periods, or by agreement, before the commencement of the employee's long service leave.
- (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, 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.
- xi. In extenuating circumstances, long service leave may be taken on half pay for double the period, if mutually convenient to Council and the employee, with consideration to the operational and service delivery needs of Council. 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.
- xii. Requests for Long Service Leave at half or double pay shall be subject to the provisions of Clause 21E (ii) of the *Local Government (State) Award 2014* and its successors, which state:
  - (a) An employee who is entitled to long service leave may, with the consent of Council, take long service leave:
    - 1. on full pay; or
    - 2. on half pay; or
    - 3. on double pay.
  - (b) When an employee takes long service leave, the leave entitlements will be deducted on the following basis:
    - 1. a period of leave on full pay – the number of days so taken; or
    - 2. a period of leave on half pay – half the number of days so taken; or

3. a period of leave on double pay – twice the number of days so taken.
- (c) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
1. a period of leave on full pay – the number of days so taken; or
  2. a period of leave on half pay – half the number of days so taken; or
  3. a period of leave on double pay – the number of days so taken.
- (d) Employees that take long service leave at half pay or double pay shall not be disadvantaged or obtain a windfall gain in relation to superannuation contributions.

#### **M. PAID PARENTAL LEAVE**

- i. The *Local Government (State) Award (Clause 21 H)* parental leave provisions apply to all employees.
- ii. Employees who have completed two years' continuous service with Council are also entitled to an additional maximum payment of three weeks at their ordinary rate of pay.
- iii. This additional payment is subject to the employee having sufficient accrued personal leave for this payment to be deducted from. If the employee has insufficient personal leave the additional payment will be equal to the amount of accrued personal leave available.

#### **N. CONCURRENT PARENTAL LEAVE**

The Concurrent Parental Leave (Clause 21 I) provisions of the *Local Government (State) Award 2014* and its successors apply.

#### **O. ADOPTION LEAVE**

The Adoption Leave (Clause 21 J) provisions of the *Local Government (State) Award 2014* and its successors apply.

#### **P. OTHER PAID LEAVE**

##### **i. Jury Service Leave**

The Jury Service Leave (Clause 21 L (i)) provisions of the *Local Government (State) Award 2014* and its successors apply.

##### **ii. Bereavement Leave**

In the case of extenuating circumstances, the Bereavement Leave (Clause 21, K) provisions of the *Local Government (State) Award 2014* and its successors may be extended and additional paid leave may be granted by the relevant Director.

For the purposes of this subclause 'immediate family' also means traditional kinship where there is a relationship or obligation under the custom and traditions of the community or group to which the employee belongs.

An employee may access Personal Leave in accordance with Clause 25A of this agreement, in the event that Bereavement Leave is required in respect to a significant person who is not included within the classifications specified in the *Local Government (State) Award 2014* and its successors.

##### **iii. Union Training Leave**

The Union Training Leave (Clause 21 L (ii)) provisions of the *Local Government (State) Award 2014* and its successors apply.

##### **iv. Union Conference Leave**

The Union Conference Leave (Clause 21 L (iii)) provisions of the *Local Government (State) Award 2014* and its successors apply.



#### v. Emergency Services Leave

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

- (a) When SES, RFS 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.
- (b) 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.
- (c) Where a Council employed volunteer is required to be in attendance at an emergency for a period greater than four hours they shall be entitled to have 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.
- (d) Before any payment is granted under this clause it shall be verified in writing by the appropriate SES, RFS or DWC authority.

#### Q. LEAVE WITHOUT PAY

- i. Leave without pay will be considered for approval when all outstanding, Peak Accrued Time time in lieu, annual leave and accrued long service leave has been taken.
- ii. 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, personal leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- iii. An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.
- iv. All applications for leave without pay will be assessed on their individual merits, on a case by case basis, taking into account:
  - (a) whether the operations of the work area will be adversely affected by the employee's absence, loss of irreplaceable skills, costs of recruitment, and training of replacement staff, where applicable;
  - (b) to what extent these disadvantages will be offset by the advantages to the employee (the compassionate nature of the request) or advantages to the work area (leave without pay for professional purposes);
  - (c) whether the employee is a key member of an important current project;
  - (d) whether the total numbers of employees absent on leave without pay, annual or long service leave, will cause a diminution in the standard of service provided by the area;
  - (e) the likelihood of the employee returning to Council after taking leave without pay; and
  - (f) whether the employee would be required to leave the organisation if the leave is not granted.

#### R. CAREER BREAK LEAVE

- i. Career Break – Unpaid and Purchased

A career break is an extended period of unpaid or purchased leave. An employee may be eligible to take a career break for reasons that are not covered by the usual leave entitlements. For example:

1. Completing study or extending of skills that may be used with Council;
2. Family responsibilities, eg dependant care, elder care;
3. Significant social or community responsibilities, eg volunteer work for a community organisation; and
4. Work experience in an organisation that is not a direct competitor of Council.

- (a) An employee will be eligible for a career break when:
    1. They have completed two years' of continuous service prior to commencing the career break;
    2. All outstanding leave and accrued long service leave has been taken or is incorporated in the career break;
    3. The employee has applied to their Manager, providing a summary of the benefits to be gained from the career break, by both Council, and the employee; and
    4. The leave has been approved by the Executive.
  - (b) Any application for career break leave must be submitted at a minimum three months prior to the date on which the employee wishes to commence the career break.
  - (c) At the conclusion of the approved career break, the employee will be entitled to return to their previous position. Where the position no longer exists, the employee will be eligible for redeployment or redundancy in accordance with the terms of Clause 42 of this Agreement.
  - (d) The length of a career break may vary from four weeks to 12 months.
  - (e) All agreements for career break leave must be in writing and signed by the Council and the employee.
- ii. Career Break - Unpaid
- (a) An unpaid career break is not considered a break in continuity of service. However, long service leave, annual leave, superannuation, personal leave and other leave entitlements do not accrue during the career break. Employees may make their own contributions to their superannuation fund during the period of the career break. Any coverage of the superannuation death and impairment benefits would be as per individual policy conditions.
- iii. Career Break - Extended Purchased Leave
- (a) An employee and Council may negotiate a career break leave purchasing arrangement.
  - (b) Leave may be purchased in advance of a career break being taken whereby the employee will receive four weeks annual leave and up to an additional 52 weeks leave with pay.
  - (c) The purchase of Career break leave is subject to the following requirements and conditions:
    1. The career break leave arrangement can only be introduced at the employee's initiative;
    2. The employee must use all paid accrued Career Break leave entitlements during the period of the arrangement;
    3. The manner and periods in which the leave may be taken will be agreed on a case by case basis. An example arrangement could be as follows but not limited to:

Number of Weeks Purchased Leave over Purchased Period	% of full Time Paid Salary over Purchased Period
4 weeks purchased over one year	92.31%
26 weeks purchased over two years	75%
52 weeks purchased over four years	75%

- (d) Any additional hours worked by the employee on a career break arrangement shall be compensated in accordance with the overtime and time in lieu provisions determined in this Agreement. Where additional hours are paid at penalty or overtime rate, the payment shall be calculated using the employee's ordinary hourly rate and not the annualised hourly rate.

- (e) All leave reserved under this clause must be taken in full at the end of the career break.
- (f) Career break leave arrangements do not apply to casual or temporary employees.
- (g) Any leave untaken at the time of termination of employment will be paid at the annualised rate of pay.

## **S. SECONDMENT**

- i. An employee may be offered an opportunity to work in another organisation on a secondment for a period of time.
- ii. All secondment requests must be made through the Department Manager to the Executive.
- iii. Prior to a secondment being approved, Council will consider whether it can approve the secondment based on operational requirements, however, it will not unreasonably withhold agreement for a secondment opportunity.
- iv. Secondments, if approved by the Executive, will only proceed if a formal secondment agreement has been signed by Council and the other organisation. The secondment agreement will set out the terms of the secondment.
- v. A secondment is not considered a break in service. However, long service leave, annual leave, superannuation, personal leave and other leave entitlements do not accrue during the secondment. Employees may make their own contributions to their superannuation fund during the period of the secondment. Any coverage of the superannuation death and impairment benefits would be as per individual policy conditions.

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

The Flexibility for Work and Family Responsibilities (Clause 22) and the Requests for Flexible Working Arrangements (Clause 21 G) provisions of the *Local Government (State) Award 2014* and its successors apply.

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

The Part-Time Employment (Clause 25) provisions of the *Local Government (State) Award 2014* and its successors apply.

## **28. CASUAL EMPLOYMENT**

The Casual Employment (Clause 26) provisions of the *Local Government (State) Award 2014* and its successors apply.

## **29. TEMPORARY EMPLOYMENT**

- i. A temporary employee shall mean an employee who is engaged for a defined period of time, usually between four weeks and no longer than 12 months, or 24 months if the holder of the position is on parental leave.
- 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 personal leave entitlements.

### **30. TERM CONTRACTS**

The Term Contracts (Clause 34) provisions of the *Local Government (State) Award 2014* and its successors apply.

### **31. LABOUR HIRE**

The Labour Hire (Clause 28) provisions of the *Local Government (State) Award 2014* and its successors apply

### **32. MULTIPLE EMPLOYMENT**

The Multiple Employment (Clause 29) provisions of the *Local Government (State) Award 2014* and its successors apply.

### **33. JOB SHARE EMPLOYMENT**

The Job Share Employment (Clause 27) provisions of the *Local Government (State) Award 2014* and its successors apply.

### **34. JUNIOR AND TRAINEE EMPLOYMENT**

The Junior and Trainee Employment (Clause 30) provisions of the *Local Government (State) Award 2014* and its successors apply.

### **35. TRAINING AND DEVELOPMENT**

The Training and Development (Clause 31) provisions of the *Local Government (State) Award 2014* and its successors apply.

### **36. CONSULTATIVE COMMITTEES**

The parties to this Agreement are committed to consultative and participative processes. Council will maintain a Consultative Committee consistent with the requirements of the *Local Government (State) Award*.

### **37. 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 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 two 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 and are able to request a review of their individual education and training needs.
- 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 Council decides that those subclauses are to apply to the appointment.

- vi. If a position within the organisation structure of Council is vacant or the holder of such a position is sick or absent, 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.

## **38. 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.

### **i. 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.

### **ii. 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.

### **iii. 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.

### **iv. 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.

### **v. 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.

### **vi. 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.

## 39. DISCIPLINARY PROCEDURES

The Disciplinary Procedures (Clause 36) provisions of the *Local Government (State) Award 2014* and its successors apply.

## 40. WORK HEALTH AND SAFETY

The Work Health and Safety (Clause 37) provisions of the *Local Government (State) Award 2014* and its successors apply.

## 41. TERMINATION OF EMPLOYMENT

The Termination of Employment (Clause 38) provisions of the *Local Government (State) Award 2014* and its successors apply.

## 42. WORKPLACE CHANGE AND REDUNDANCY

### i. Council's Duty to Notify

- (a) Where 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, 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 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 Council to make the changes referred to in subclause i. (a) and (b) of this clause.
- (c) For the purposes of the discussion, 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) in accordance with the provisions of Clause 34 Consultative Committees.

### iii. Job Redesign and/or Restructure

This subclause applies where a workplace change involves the redesign of a job in response to an operational need which may also result in an organisational restructure that effects positions that have incumbent employees. A restructure may involve a change in the number of positions required to perform a service or function, a transfer to another section of the organisation, or a redesign of individual roles. The provisions of this subclause do not apply to changes to a job that may result from the natural evolution of a role over time.

- (a) 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.
- (b) 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 requirements of this clause shall apply.

- (c) In the case of a job redesign, the revised position description shall be referred to the Job Size Committee and a new job size determined.
- (d) The relevant Director, in conjunction with the Executive Management Team, shall determine whether the incumbent employee(s) are to be directly appointed to the redesigned or restructured position, or the position declared "vacant", in which case the position will be advertised and the incumbent employee(s) will need to apply for appointment to the position. In making their determination, the Executive Management Team will consider the following:
  - 1. If the remuneration of the redesigned and/or restructured position is less than that of the employee's current position, then the employee may be assessed as to their suitability for the position and if they meet all the essential criteria then they may be placed directly into the new position, providing the incumbent subsequently agrees to being directly appointed. Where there is more than one employee affected by a job redesign and or restructure, who possess the essential criteria and expresses an interest in the revised position, then, a merit based selection shall be undertaken to determine the most suitable person for that position.
  - 2. If the remuneration of the redesigned and/or restructured position is more than that of the employees' current position, and providing the difference is not more than 10%, the employee may be assessed as to their suitability for the position. If they meet all the essential criteria then they may be placed directly into the redesigned and/or restructured position, providing the incumbent subsequently agrees to being directly appointed. Where there is more than one employee affected by a job redesign and or restructure, who possess the essential criteria and expresses an interest in the revised position, then, an internal merit based selection shall be undertaken.
  - 3. If the difference in pay is greater than 10%, or the incumbent does not meet all the essential criteria, then the position may be declared "vacant" and advertised in accordance with Council's Recruitment and Selection Internal Policy and Procedure.
  - 4. Where an incumbent employee is not successful in being appointed to the redesigned and/or restructured position, then that employee becomes surplus to the organisation's needs, and the provisions of this clause (42) will apply.

#### iv. Redeployment

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.

- (a) Upon determination that an employee is surplus to Council's needs, the affected employee shall be advised in writing along with the reason(s) for the determination. This formal advice will be provided to the employee in person by their Manager or Director. The employee is welcome to have their union representative or other appropriate support person present at this and any further meetings relating to their redundancy. At this stage, the employee should be advised in general terms of the options available to them, especially in regards to redeployment.
- (b) 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 two year redeployment period is completed. Further offers of two year non-establishment temporary positions may be made at the discretion of Council. In the event an employee seeks to decline the offer of a further two year non-establishment temporary position, the provisions of subclauses v. – Redundancy General and vii. – Involuntary Redundancy shall apply. Every effort will be made to match skills, qualifications and experience of the employee to the redeployment position.
- (c) Where required, the employee will be provided with the training necessary to better match their skills to position requirements.

- (d) In the event that an employee seeks to decline the offer of redeployment, or should the employee seek to resign from a temporary non-establishment position during the redeployment period, Council may consider making an offer to terminate the employee's service by voluntary redundancy. Where there is mutual agreement to this option, the provisions of subclauses v. – Redundancy General and vi. – Voluntary Redundancy shall apply. However, should the offer of redeployment involve an established permanent position with remuneration less than the position previously held, and the employee seeks to decline the offer, the provisions of subclauses v. – Redundancy General and vii. – Involuntary Redundancy shall apply.
- (e) In the event that Council is unable to identify a suitable redeployment opportunity, either on a permanent or temporary basis, the employee's service shall be terminated and the provisions of subclauses v. – Redundancy General and vii. – Involuntary Redundancy shall apply.
- (f) Where a vacant establishment or temporary redeployment position is offered and accepted by the employee, and the remuneration (as defined in Clause 9 Definitions subclause iv.) for that position is equal to or greater than the remuneration currently being received, the employee shall receive the remuneration for the redeployment position for the duration of the two year redeployment period.
- (g) Where a vacant establishment or temporary redeployment position is offered and accepted by the employee, and the remuneration for that position is less than the remuneration currently being received, the employee will continue to receive the pay and Agreement conditions due to them prior to their redeployment, for the duration of the two year redeployment period. In these cases, the redeployment 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.
- (h) Subclause iv. (g) of this clause shall not override any agreements regarding maintenance of pay in existence at the time of the signing of this Agreement.
- (i) During the redeployment period, employees will be encouraged to and should apply for vacant positions for which they believe they suit the selection criteria. Irrespective of this, should a vacant establishment become available during the redeployment period that the employee believes to suit their skills and experience, the employee may apply to be directly appointed to the position. The employee will be assessed as to their suitability for the position and if they meet all the essential criteria then they may be placed directly into the new position. Where there is more than one employee who are currently under redeployment, and who possess the essential criteria and expresses an interest in the vacant position, a merit-based selection shall be undertaken from the pool of suitable employees under redeployment to determine the most suitable person for that position.
- (j) Where an employee currently holds a vehicle lease, and the redeployment position does not have a leaseback vehicle attached to it, Council may terminate the vehicle leaseback arrangement in accordance with the relevant Vehicle Leaseback Agreement between Council and the employee.
- (k) Any redeployment option does not entitle the employee to any particular benefits (excepting those defined in subclauses (f) and (g)) that may have attached to their previous position, such as a particular office or work location for example.
- (l) Council shall provide, if requested by the employee, a 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 Manager Human Resources and approved by the General Manager. At the discretion of the General Manager, the salary maintenance period may be extended for the term of the training.
- (m) At the conclusion of the two year redeployment period an employee already in an establishment position (as per subclause iv. (f)) shall receive the rate of pay and conditions applicable to that position from that date.



- (n) At the conclusion of the two year redeployment period, an employee who has held a temporary non-establishment position, or a permanent establishment position that is a lower remuneration than their previous position, and subject to any extension that may have been granted in accordance with subclause iv. (b) and (g), shall be appointed to a vacant establishment position that suits the skills and abilities of the employee. The employee shall receive the rate of pay and conditions applicable to that position from the date of the appointment or confirmation. In the event that no such vacant establishment position exists however, the employee's service shall be terminated and the provisions of subclauses v. – Redundancy General and vii. – Involuntary Redundancy shall apply. Where Council seeks to appoint an employee to a permanent establishment position of a lower remuneration than the employee's previous position, and the employee seeks to decline the appointment, the employee's service shall be terminated and the provisions of subclauses v. – Redundancy General and vii. – Involuntary Redundancy shall also apply.

**v. Redundancy – General**

The provisions of this subclause apply to redundancies of both a voluntary and involuntary nature.

(a) Discussion before Termination

1. Where Council has made a definite decision that it no longer requires the job the employee has been doing done by anyone, pursuant to subclause 42 i. (a) and (b) of this clause and that decision may lead to the termination of employment, Council shall hold discussions with the employee directly affected and with the union to which they belong.
2. The discussion shall take place as soon as it is practicable after Council has made a definite decision which shall invoke the provision of paragraph 1. 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.
3. For the purposes of the discussion, 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 affected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. This is such that Council shall not be required to disclose confidential information where the disclosure of such would adversely affect Council.

(b) Notice to Centrelink

Where a decision has been made to terminate employees, 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.

(c) Notice of Termination

1. Five weeks' notice to terminate or pay in lieu thereof shall be given.
2. Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
  - 2.1 Three months' notice of termination; or
  - 2.2 Payment in lieu of the notice in subclause 2.1 above provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - 2.3 This subclause does not apply where an employee has been redeployed (in accordance with subclause iv.) to another position within Council for a period in excess of three months.

2.4 Notice or payment of notice under this paragraph shall be deemed to be service with Council for the purposes of calculating leave entitlements under this Agreement.

3. Subject to the minimum period of notice outlined in this subclause, the date that termination shall become effective shall be determined based upon operational requirements, and if possible, the date preferred by the employee. The date that termination shall become effective shall be within three months of the employee receiving confirmation of termination, or such longer period at the discretion of the General Manager.
4. An employee who resigns during the period of termination notice is entitled to the same redundancy payments provided in this clause as if they had remained in Council's employment until the expiry of the notice period.
5. During a period of notice of termination given by 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.

(c) Job Search Allowance

A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,500 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 Council or until the employee secures alternative employment, whichever is the sooner.

(d) Statements of Service and Separation

1. 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.
2. 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 Human Services – Centrelink, within five business days.

(e) Variations to Redundancy Benefits

1. 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 Council bound by this Agreement.
2. Subject to an application by Council and further order of the Industrial Relations Commission of New South Wales, Council may pay a lesser amount (or no amount) of redundancy pay than that contained in this clause if Council obtains acceptable alternative employment for an employee.
3. Nothing in this clause shall restrict an employee with 10 years' service or more and Council from agreeing to further redundancy payments.
4. Employees undergoing termination by redundancy will receive, in addition to the relevant redundancy pay, any and all entitlements applicable to the employee in accordance with Agreement conditions.

(f) Recognition of Service

Employees that are terminated through redundancy 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 Employee Recognition (Retirement and Length of Service) Internal Policy and Procedure.

**vi. Voluntary Redundancy**

Voluntary redundancy may be offered by Council to those employees whose positions have become surplus to Council's needs and in the circumstances described in subclause iv (d).

A voluntary redundancy may also be offered at other times at the discretion of the General Manager, with no compulsion on the employee's part, to agree.

(a) Voluntary Redundancy Pay

In addition to any required period of termination notice, as provided in subclause v. (c), the employee shall be entitled to voluntary redundancy pay in accordance with the following table. The redundancy entitlement shall be calculated on a "pro-rata" basis by applying the employee's actual completed service in years/months/weeks. For example, an employee with one year and six months completed service shall be entitled to five weeks' pay plus an additional two weeks' pay pro-rata of the two year entitlement.

COMPLETED YEARS OF CONTINUOUS SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Pro-rata of 5 weeks' pay
1 year	5 weeks' pay
2 years	9 weeks' pay
3 years	13 weeks' pay
4 years	16 weeks' pay
5 years	19 weeks' pay
6 years	22 weeks' pay
7 years	25 weeks' pay
8 years	28 weeks' pay
9 years	31 weeks' pay
10 years and thereafter	34 weeks' pay

vii. **Involuntary Redundancy**

Where an employee is identified as being surplus to Council's needs and under the circumstances as described elsewhere in this clause, the employee's services shall be terminated through an involuntary redundancy.

Council shall be exempt from the operation of this subclause where the employee has been offered, but has refused to accept, an established permanent position within Council's organisational structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

(a) Involuntary Redundancy Pay

In addition to any required period of termination notice, as provided in subclause v. (c), the employee shall be entitled to involuntary redundancy pay in accordance with the following tables. The redundancy entitlement shall be calculated on a "pro-rata" basis by applying the employee's actual completed service in years/months/weeks. For example, an employee with one year and six months completed service shall be entitled to five weeks' pay plus an additional two weeks' pay pro-rata of the two year entitlement.

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

COMPLETED YEARS OF CONTINUOUS SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Pro-rata of 5 weeks' pay
1 year	5 weeks' pay
2 years	9 weeks' pay
3 years	13 weeks' pay
4 years	16 weeks' pay
Between 5 and 8 years	20 weeks' pay
9 years and beyond	22 weeks' pay plus 2 weeks for every year of service in excess of 9 years to a maximum payment of 52 weeks' pay.

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

<b>COMPLETED YEARS OF CONTINUOUS SERVICE WITH COUNCIL</b>	<b>ENTITLEMENT</b>
Less than 1 year	Pro-rata of 5 weeks' pay
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
Between 5 and 9 years	26 weeks' pay
10 years and beyond	27.5 weeks' pay plus 2 weeks' pay for every year of service in excess of 10 years to a maximum payment of 78 weeks' pay.

**43. COMPETITIVE TENDERING**

For the purposes of competitive tendering the Workplace Change and Redundancy (Clause 39 (i) Employer's Duty to Notify and 39 (ii) (d) Competitive tendering) provisions of the *Local Government (State) Award 2014* and its successors apply.

**44. USE OF EXTERNAL RESOURCES****i. Hire of Contract Labour**

- (a) 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 15 people will not be unreasonably withheld.
- (b) 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.

**ii. Volunteers**

- (a) 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.
- (b) 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.

**iii. Community Service Order Workers**

- (a) It is agreed between the parties that Council will use workers on Community Service Orders from the Corrective Services NSW to carry out various tasks.
- (b) 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.
- (c) 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.

**45. UNION MEETINGS**

- i. Up to two hours per calendar year can be used for authorised Union Mass Meetings.
- ii. Such meetings will be paid meetings provided that:
  - (a) A request to hold a meeting is received at least one week prior;

- (b) The cumulative total hours for any one calendar year is no longer than two hours of working time; and
  - (c) Normal work resumes at the end of the meeting.
- iii. Council may, at the discretion of the General Manager, authorise meetings to exceed this amount of hours.

#### 46. EXTERNAL CONTRACT WORKS

- i. Council and staff recognise that carrying out of external work provides significant benefit for both parties. These benefits include:
  - 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.
  - Preparation for compulsory competitive tendering should it be introduced by the State Government in the future.
  - 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 \$1.00 dollar of direct expenditure incurred in carrying out external contractual works a maximum of 50% 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. AREA, INCIDENCE AND DURATION

- (a) 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*.
- (b) 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 four years.

## LMCC Enterprise Agreement 2014

- (c) This Agreement does not exclude the application of Clause 43 (ii) Area, Incidence and duration of the *Local Government (State) Award 2014* in relation to the definition of local government industry.

### **i. Review of the Agreement**

- (a) The parties to this Agreement will review its operation at least every six months for the duration of the agreement 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.

### **ii. Renegotiation of the Agreement**

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

## **48. LEAVE RESERVED**

The Leave Reserved (Clause 42) provisions of the *Local Government (State) Award 2014* and its successors apply.

### Travelling Allowance

It is recognised that there are fundamental changes to the Travel Allowance provisions of the *Local Government (State) Award 2014*. It is agreed that the Enterprise Agreement Implementation Committee will consider the changes and the parties to this Agreement can seek any agreed changes to the current Travel Allowance Clauses 18 xi, xii and xvi (external works outside Council boundaries) of this Agreement.

### Hours of Work - Ordinary Hours & Saturday and Sunday Work

It is recognised that there are fundamental changes to the Ordinary Hours of Work provisions of the *Local Government (State) Award 2014* in particular Award clause 18 A(iv). It is agreed that if necessary the Enterprise Agreement Implementation Committee will consider the changes and the parties to this Agreement can seek any agreed changes to the current Ordinary Hours clause and Saturday and Sunday Work clause.

### Labour Hire


It is recognised that the new Clause 28 Labour Hire in the *Local Government (State) Award 2014* has not been considered by the Enterprise Agreement Discussion Group. It is agreed that if necessary the Enterprise Agreement Implementation Committee will consider the changes and the parties to this Agreement can seek any agreed changes to the current Clause 44 (Use of External Resources – Hire of Contract Labour) of this Agreement.

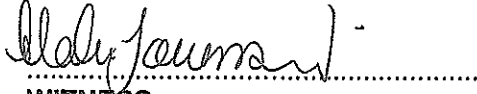
### Health and Wellbeing

It is recognised that the new Clause 24 Health and Wellbeing in the *Local Government (State) Award 2014* has not been considered by the Enterprise Agreement Discussion Group. It is agreed that if necessary the Enterprise Agreement Implementation Committee will consider the changes and the parties to this Agreement can seek any agreed changes particularly in relation to Clause 25A Personal Leave of this Agreement.

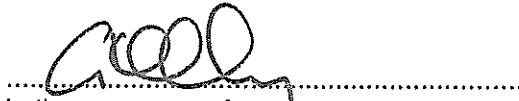
LMCC Enterprise Agreement 2014

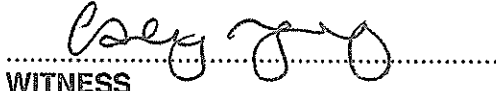
SIGNED ON BEHALF of the  
COUNCIL of the CITY of LAKE  
MACQUARIE

  
.....  
General Manager


  
.....  
WITNESS

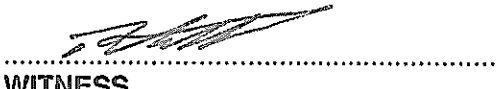
SIGNED on behalf of  
UNITED SERVICES UNION

  
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in the presence of

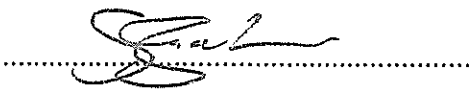
  
.....  
WITNESS

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**

<b>Lake Macquarie City Council Salary Administration System 1995</b>		
	<b>Indoor Staff 35 Hr</b>	<b>Outdoor Staff</b>
<b>Operational Band, Level 1</b>	\$	\$
T1 at 15 years of age	361.50	355.80
T2 at 16 years of age or School Certificate	451.00	443.50
T3 at 17 years of age	530.80	521.90
T4 at 18 years of age or over or HSC	620.40	610.00
T5	710.50	698.40
T6	767.10	753.90
T7	804.80	791.20
T8	843.70	829.30
T9	882.50	867.10
T10	922.60	906.40
Note T stands for Trainee		
<b>MINIMUM ENTRY LEVELS</b>	<b>Indoor Staff 35 Hr</b>	<b>Outdoor Staff</b>
<b>Band and Level</b>	\$	\$
OL2	748.70	736.50
OL3	805.80	793.50
OL4	892.30	876.50
AT1	882.50	867.50
AT2	1011.90	994.40
AT3	1211.10	1189.70
PS1	1011.90	994.40
PS2	1211.10	1189.70
PS3	1410.30	1385.60
PS4	1709.80	1679.70
EX1	1609.80	1581.60
EX2	2008.70	1972.80
EX3	2506.90	2462.20
EX4	3004.90	2951.40
<b>As from 07 July 2014</b>		



<b>Lake Macquarie City Council Salary Administration System 1995</b>		
	<b>Indoor Staff 35 Hr</b>	<b>Outdoor Staff</b>
<b>Operational Band, Level 1</b>	<b>\$</b>	<b>\$</b>
T1 at 15 years of age	371.40	365.60
T2 at 16 years of age or School Certificate	463.40	455.70
T3 at 17 years of age	545.40	536.30
T4 at 18 years of age or over or HSC	637.50	626.80
T5	730.00	717.60
T6	788.20	774.60
T7	826.90	813.00
T8	866.90	852.10
T9	906.80	890.90
T10	948.00	931.30
Note T stands for Trainee		
<b>MINIMUM ENTRY LEVELS</b>	<b>Indoor Staff 35 Hr</b>	<b>Outdoor Staff</b>
<b>Band and Level</b>	<b>\$</b>	<b>\$</b>
OL2	770.50	758.30
OL3	828.00	815.30
OL4	916.80	900.60
AT1	906.80	891.40
AT2	1039.70	1021.70
AT3	1244.40	1222.40
PS1	1039.70	1021.70
PS2	1244.40	1222.40
PS3	1449.10	1423.70
PS4	1756.80	1725.90
EX1	1654.10	1625.10
EX2	2063.90	2027.10
EX3	2575.80	2529.90
EX4	3087.50	3032.60
As from 06 July 2015		

<b>Lake Macquarie City Council Salary Administration System 1995</b>		
	<b>Indoor Staff 35 Hr</b>	<b>Outdoor Staff</b>
<b>Operational Band, Level 1</b>	<b>\$</b>	<b>\$</b>
T1 at 15 years of age	381.80	375.80
T2 at 16 years of age or School Certificate	476.40	468.50
T3 at 17 years of age	560.70	551.30
T4 at 18 years of age or over or HSC	655.40	644.40
T5	750.40	737.70
T6	810.30	796.30
T7	850.10	835.80
T8	891.20	876.00
T9	932.20	915.80
T10	974.50	957.40
Note T stands for Trainee		
<b>MINIMUM ENTRY LEVELS</b>	<b>Indoor Staff 35 Hr</b>	<b>Outdoor Staff</b>
<b>Band and Level</b>	<b>\$</b>	<b>\$</b>
OL2	793.70	781.50
OL3	851.20	838.10
OL4	942.50	925.80
AT1	932.20	916.40
AT2	1068.80	1050.30
AT3	1279.20	1256.60
PS1	1068.80	1050.30
PS2	1279.20	1256.60
PS3	1489.70	1463.60
PS4	1806.00	1774.20
EX1	1700.40	1670.60
EX2	2121.70	2083.90
EX3	2647.90	2600.70
EX4	3174.00	3117.50
<b>As from 04 July 2016</b>		

<b>Lake Macquarie City Council Salary Administration System 1995</b>		
	<b>Indoor Staff 35 Hr</b>	<b>Outdoor Staff</b>
<b>Operational Band, Level 1</b>	<b>\$</b>	<b>\$</b>
T1 at 15 years of age	392.30	386.10
T2 at 16 years of age or School Certificate	489.50	481.40
T3 at 17 years of age	576.10	566.50
T4 at 18 years of age or over or HSC	673.40	662.10
T5	771.00	758.00
T6	832.60	818.20
T7	873.50	858.80
T8	915.70	900.10
T9	957.80	941.00
T10	1001.30	983.70
Note T stands for Trainee		
<b>MINIMUM ENTRY LEVELS</b>	<b>Indoor Staff 35 Hr</b>	<b>Outdoor Staff</b>
<b>Band and Level</b>	<b>\$</b>	<b>\$</b>
OL2	815.50	803.00
OL3	874.60	861.10
OL4	968.40	951.30
AT1	957.80	941.60
AT2	1098.20	1079.20
AT3	1314.40	1291.20
PS1	1098.20	1079.20
PS2	1314.40	1291.20
PS3	1530.70	1503.80
PS4	1855.70	1823.00
EX1	1747.20	1716.50
EX2	2180.00	2141.20
EX3	2720.70	2672.20
EX4	3261.30	3203.20
As from 03 July 2017		

The rates above (applicable from 3 July 2017) are based on a 2.75% increase which will only apply if the negotiated *Local Government (State) Award* (or the relevant industrial instrument for Local Government in New South Wales) increase is less than 2.75%. If the Award or relevant industrial instrument increase is greater, then this will apply.

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

*Outdoor Staff*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	751.50	770.20	789.40	809.10
2	769.10	788.30	807.90	828.00
3	787.70	807.30	827.40	848.00
4	808.40	828.50	849.10	870.20
5	834.30	855.10	876.40	898.20
6	862.30	883.80	905.80	928.40
7	890.80	913.00	935.70	959.00
8	921.70	944.70	968.20	992.30
9	959.70	983.60	1008.10	1033.20
10	998.60	1023.50	1049.00	1075.10
11	1063.50	1090.00	1117.10	1144.90
12	1129.30	1157.40	1186.20	1215.70
13	1194.50	1224.20	1254.70	1285.90
14	1259.50	1290.90	1323.00	1355.90
15	1325.00	1358.00	1391.80	1426.50
16	1390.50	1425.10	1460.60	1497.00
17	1488.20	1525.30	1563.30	1602.20
18	1585.70	1625.20	1665.70	1707.20
19	1683.60	1725.50	1768.50	1812.50
20	1781.80	1826.20	1871.70	1918.30
21	1879.70	1926.50	1974.50	2023.70
As from 7 July 2014				Wage per week

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

***Indoor Staff 35 Hour***

*Includes benefit valuation of 1.875% in lieu of Bank Holiday,  
Licence Payment and Annual Leave Loading*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	758.30	777.20	796.60	816.40
2	776.50	795.80	815.60	835.90
3	796.20	816.00	836.30	857.10
4	818.30	838.70	859.60	881.00
5	845.40	866.50	888.10	910.20
6	868.40	890.00	912.20	934.90
7	898.00	920.40	943.30	966.80
8	937.50	960.80	984.70	1009.20
9	977.70	1002.00	1026.90	1052.50
10	1017.20	1042.50	1068.50	1095.10
11	1083.60	1110.60	1138.30	1166.60
12	1150.70	1179.40	1208.80	1238.90
13	1216.80	1247.10	1278.20	1310.00
14	1283.40	1315.40	1348.20	1381.80
15	1349.80	1383.40	1417.80	1453.10
16	1416.30	1451.60	1487.70	1524.70
17	1515.90	1553.60	1592.30	1631.90
18	1615.30	1655.50	1696.70	1738.90
19	1715.40	1758.10	1801.90	1846.80
20	1815.20	1860.40	1906.70	1954.20
21	1915.00	1962.70	2011.60	2061.70
As from 7 July 2014				Salary per week

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

***Indoor Staff 38 Hour***

*Includes benefit valuation of 1.875% in lieu of Bank Holiday,  
Licence Payment and Annual Leave Loading*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	760.70	779.60	799.00	818.90
2	779.00	798.40	818.30	838.70
3	798.80	818.70	839.10	860.00
4	820.90	841.30	862.20	883.70
5	848.20	869.30	890.90	913.10
6	877.20	899.00	921.40	944.30
7	906.90	929.50	952.60	976.30
8	938.40	961.80	985.70	1010.20
9	977.70	1002.00	1026.90	1052.50
10	1017.20	1042.50	1068.50	1095.10
11	1083.60	1110.60	1138.30	1166.60
12	1150.70	1179.40	1208.80	1238.90
13	1216.80	1247.10	1278.20	1310.00
14	1283.40	1315.40	1348.20	1381.80
15	1349.80	1383.40	1417.80	1453.10
16	1416.30	1451.60	1487.70	1524.70
17	1515.90	1553.60	1592.30	1631.90
18	1615.30	1655.50	1696.70	1738.90
19	1715.40	1758.10	1801.90	1846.80
20	1815.20	1860.40	1906.70	1954.20
21	1915.00	1962.70	2011.60	2061.70
As from 7 July 2014				Salary per week

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

*Outdoor Staff*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	773.30	792.60	812.30	832.50
2	790.90	810.60	830.80	851.50
3	809.40	829.60	850.30	871.50
4	830.60	851.30	872.50	894.20
5	857.20	878.50	900.40	922.80
6	886.00	908.10	930.70	953.90
7	915.30	938.10	961.50	985.40
8	947.10	970.70	994.90	1019.70
9	986.10	1010.70	1035.90	1061.70
10	1026.10	1051.60	1077.80	1104.60
11	1092.80	1120.00	1147.90	1176.50
12	1160.40	1189.30	1218.90	1249.30
13	1227.40	1258.00	1289.30	1321.40
14	1294.10	1326.30	1359.30	1393.10
15	1361.40	1395.30	1430.00	1465.60
16	1428.70	1464.30	1500.80	1538.20
17	1529.10	1567.20	1606.20	1646.20
18	1629.30	1669.90	1711.50	1754.10
19	1729.90	1773.00	1817.10	1862.30
20	1830.80	1876.40	1923.10	1971.00
21	1931.40	1979.50	2028.80	2079.30
As from 6 July 2015				Wage per week

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

**Indoor Staff 35 Hour**

*Includes benefit valuation of 1.875% in lieu of Bank Holiday,  
Licence Payment and Annual Leave Loading*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	780.10	799.50	819.40	839.80
2	798.30	818.20	838.60	859.50
3	818.10	838.50	859.40	880.80
4	840.80	861.70	883.20	905.20
5	868.70	890.30	912.50	935.20
6	892.30	914.50	937.30	960.60
7	922.70	945.70	969.20	993.30
8	963.30	987.30	1011.90	1037.10
9	1004.60	1029.60	1055.20	1081.50
10	1045.20	1071.20	1097.90	1125.20
11	1113.40	1141.10	1169.50	1198.60
12	1182.30	1211.70	1241.90	1272.80
13	1250.30	1281.40	1313.30	1346.00
14	1318.70	1351.50	1385.20	1419.70
15	1386.90	1421.40	1456.80	1493.10
16	1455.30	1491.50	1528.60	1566.70
17	1557.60	1596.40	1636.20	1676.90
18	1659.70	1701.00	1743.40	1786.80
19	1762.60	1806.50	1851.50	1897.60
20	1865.10	1911.50	1959.10	2007.90
21	1967.70	2016.70	2066.90	2118.40
As from 6 July 2015				Salary per week



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

**Indoor Staff 38 Hour**

*Includes benefit valuation of 1.875% in lieu of Bank Holiday,  
Licence Payment and Annual Leave Loading*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	782.50	802.00	822.00	842.50
2	800.80	820.70	841.10	862.00
3	820.80	841.20	862.10	883.60
4	843.50	864.50	886.00	908.10
5	871.50	893.20	915.40	938.20
6	901.30	923.70	946.70	970.30
7	931.80	955.00	978.80	1003.20
8	964.20	988.20	1012.80	1038.00
9	1004.60	1029.60	1055.20	1081.50
10	1045.20	1071.20	1097.90	1125.20
11	1113.40	1141.10	1169.50	1198.60
12	1182.30	1211.70	1241.90	1272.80
13	1250.30	1281.40	1313.30	1346.00
14	1318.70	1351.50	1385.20	1419.70
15	1386.90	1421.40	1456.80	1493.10
16	1455.30	1491.50	1528.60	1566.70
17	1557.60	1596.40	1636.20	1676.90
18	1659.70	1701.00	1743.40	1786.80
19	1762.60	1806.50	1851.50	1897.60
20	1865.10	1911.50	1959.10	2007.90
21	1967.70	2016.70	2066.90	2118.40
As from 6 July 2015				Salary per week

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

*Outdoor Staff*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	796.50	816.30	836.60	857.40
2	814.10	834.40	855.20	876.50
3	832.60	853.30	874.50	896.30
4	853.90	875.20	897.00	919.30
5	881.20	903.10	925.60	948.60
6	910.80	933.50	956.70	980.50
7	940.90	964.30	988.30	1012.90
8	973.60	997.80	1022.60	1048.10
9	1013.70	1038.90	1064.80	1091.30
10	1054.80	1081.10	1108.00	1135.60
11	1123.40	1151.40	1180.10	1209.50
12	1192.90	1222.60	1253.00	1284.20
13	1261.80	1293.20	1325.40	1358.40
14	1330.30	1363.40	1397.30	1432.10
15	1399.50	1434.30	1470.00	1506.60
16	1468.70	1505.30	1542.80	1581.20
17	1571.90	1611.00	1651.10	1692.20
18	1674.90	1716.60	1759.30	1803.10
19	1778.30	1822.60	1868.00	1914.50
20	1882.10	1929.00	1977.00	2026.20
21	1985.50	2034.90	2085.60	2137.50
As from 4 July 2016				Wage per week

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

**Indoor Staff 35 Hour**

*Includes benefit valuation of 1.875% in lieu of Bank Holiday,  
Licence Payment and Annual Leave Loading*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	803.30	823.30	843.80	864.80
2	821.50	842.00	863.00	884.50
3	841.30	862.20	883.70	905.70
4	864.30	885.80	907.90	930.50
5	893.00	915.20	938.00	961.40
6	917.30	940.10	963.50	987.50
7	948.50	972.10	996.30	1021.10
8	990.30	1015.00	1040.30	1066.20
9	1032.70	1058.40	1084.80	1111.80
10	1074.50	1101.30	1128.70	1156.80
11	1144.60	1173.10	1202.30	1232.20
12	1215.40	1245.70	1276.70	1308.50
13	1285.30	1317.30	1350.10	1383.70
14	1355.60	1389.40	1424.00	1459.50
15	1425.70	1461.20	1497.60	1534.90
16	1496.10	1533.40	1571.60	1610.70
17	1601.20	1641.10	1682.00	1723.90
18	1706.20	1748.70	1792.20	1836.80
19	1812.00	1857.10	1903.30	1950.70
20	1917.30	1965.00	2013.90	2064.00
21	2022.80	2073.20	2124.80	2177.70
As from 4 July 2016				Salary per week

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

**Indoor Staff 38 Hour**

*Includes benefit valuation of 1.875% in lieu of Bank Holiday,  
Licence Payment and Annual Leave Loading*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	805.70	825.80	846.40	867.50
2	824.00	844.50	865.50	887.10
3	843.80	864.80	886.30	908.40
4	867.10	888.70	910.80	933.50
5	895.90	918.20	941.10	964.50
6	926.50	949.60	973.20	997.40
7	957.90	981.80	1006.20	1031.30
8	991.20	1015.90	1041.20	1067.10
9	1032.70	1058.40	1084.80	1111.80
10	1074.50	1101.30	1128.70	1156.80
11	1144.60	1173.10	1202.30	1232.20
12	1215.40	1245.70	1276.70	1308.50
13	1285.30	1317.30	1350.10	1383.70
14	1355.60	1389.40	1424.00	1459.50
15	1425.70	1461.20	1497.60	1534.90
16	1496.10	1533.40	1571.60	1610.70
17	1601.20	1641.10	1682.00	1723.90
18	1706.20	1748.70	1792.20	1836.80
19	1812.00	1857.10	1903.30	1950.70
20	1917.30	1965.00	2013.90	2064.00
21	2022.80	2073.20	2124.80	2177.70
As from 4 July 2016				Salary per week

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

*Outdoor Staff*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	818.40	838.80	859.70	881.10
2	836.50	857.30	878.60	900.50
3	855.50	876.80	898.60	921.00
4	877.40	899.20	921.60	944.50
5	905.40	927.90	951.00	974.70
6	935.90	959.20	983.10	1007.60
7	966.80	990.90	1015.60	1040.90
8	1000.40	1025.30	1050.80	1077.00
9	1041.60	1067.50	1094.10	1121.30
10	1083.80	1110.80	1138.50	1166.80
11	1154.30	1183.00	1212.50	1242.70
12	1225.70	1256.20	1287.50	1319.60
13	1296.50	1328.80	1361.90	1395.80
14	1366.90	1400.90	1435.80	1471.60
15	1438.00	1473.80	1510.50	1548.10
16	1509.10	1546.70	1585.20	1624.70
17	1615.10	1655.30	1696.50	1738.70
18	1721.00	1763.90	1807.80	1852.80
19	1827.20	1872.70	1919.30	1967.10
20	1933.90	1982.10	2031.50	2082.10
21	2040.10	2090.90	2143.00	2196.40
As from 3 July 2017				Wage per week

The rates above (applicable from 3 July 2017) are based on a 2.75% increase which will only apply if the negotiated *Local Government (State) Award* (or the relevant industrial instrument for Local Government in New South Wales) increase is less than 2.75%. If the Award or relevant industrial instrument increase is greater, then this will apply.

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

**Indoor Staff 35 Hour**

*Includes benefit valuation of 1.875% in lieu of Bank Holiday,  
Licence Payment and Annual Leave Loading*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	825.40	846.00	867.10	888.70
2	844.10	865.10	886.60	908.70
3	864.40	885.90	908.00	930.60
4	888.10	910.20	932.90	956.10
5	917.60	940.40	963.80	987.80
6	942.50	966.00	990.10	1014.80
7	974.60	998.90	1023.80	1049.30
8	1017.50	1042.80	1068.80	1095.40
9	1061.10	1087.50	1114.60	1142.40
10	1104.10	1131.60	1159.80	1188.70
11	1176.10	1205.40	1235.40	1266.20
12	1248.80	1279.90	1311.80	1344.50
13	1320.70	1353.60	1387.30	1421.80
14	1392.90	1427.60	1463.10	1499.50
15	1464.90	1501.40	1538.80	1577.10
16	1537.20	1575.50	1614.70	1654.90
17	1645.20	1686.20	1728.20	1771.20
18	1753.10	1796.80	1841.50	1887.40
19	1861.80	1908.20	1955.70	2004.40
20	1970.00	2019.10	2069.40	2120.90
21	2078.40	2130.20	2183.20	2237.60
As from 3 July 2017			Salary per week	

The rates above (applicable from 3 July 2017) are based on a 2.75% increase which will only apply if the negotiated Local Government (State) Award (or the relevant industrial instrument for Local Government in New South Wales) increase is less than 2.75%. If the Award or relevant industrial instrument increase is greater, then this will apply.

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

**Indoor Staff 38 Hour**

*Includes benefit valuation of 1.875% in lieu of Bank Holiday,  
Licence Payment and Annual Leave Loading*

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	827.90	848.50	869.60	891.30
2	846.70	867.80	889.40	911.50
3	867.00	888.60	910.70	933.40
4	891.00	913.20	935.90	959.20
5	920.50	943.40	966.90	991.00
6	952.00	975.70	1000.00	1024.90
7	984.20	1008.70	1033.80	1059.50
8	1018.50	1043.90	1069.90	1096.50
9	1061.10	1087.50	1114.60	1142.40
10	1104.10	1131.60	1159.80	1188.70
11	1176.10	1205.40	1235.40	1266.20
12	1248.80	1279.90	1311.80	1344.50
13	1320.70	1353.60	1387.30	1421.80
14	1392.90	1427.60	1463.10	1499.50
15	1464.90	1501.40	1538.80	1577.10
16	1537.20	1575.50	1614.70	1654.90
17	1645.20	1686.20	1728.20	1771.20
18	1753.10	1796.80	1841.50	1887.40
19	1861.80	1908.20	1955.70	2004.40
20	1970.00	2019.10	2069.40	2120.90
21	2078.40	2130.20	2183.20	2237.60
As from 3 July 2017				Salary per week

The rates above (applicable from 3 July 2017) are based on a 2.75% increase which will only apply if the negotiated *Local Government (State) Award* (or the relevant industrial instrument for Local Government in New South Wales) increase is less than 2.75%. If the Award or relevant industrial instrument increase is greater, then this will apply.

**Note to Indoor Salary and Wages Tables**

Council has positions which are evaluated and paid at a rate higher than Grade 21. These positions are either specialist positions or section managers, assistant managers or departmental managers.

Position descriptions for each of these roles are evaluated using the Evans Webb system to ensure that relativities are considered prior to establishing a market rate for the salary package of each position.

The permanent positions in this category are covered by the conditions of this Enterprise Agreement with the exception of Clause 22 E and F Roster Days and Roster Cycles and Clause 23 A – G. Employees working at this level in the organisation are expected to manage their time, in conjunction with their Departmental Manager or Director, to carry out the duties and function of the position, and to negotiate their own flexible work agreements as required. The salary packages applicable to these positions are determined having regard to these expectations and the responsibilities associated with each position.



Table 2

<b>ALLOWANCES</b>		
Clause No. LMCC EA	Title	Applicable as from 07 July 2014
18 ii.	<b>Sewer Chokes</b>	\$8.13 per choke
18 xi.	<b>Travelling Allowance within Council Boundaries - Outdoor Staff</b> (a) 3 Km or less (b) Greater than 3 Km (c) Follow the Job	\$2.57 pd \$5.18 pd \$10.79 pd
18 xii.	<b>Traveling Allowances outside Council Boundaries</b> Distance between boundary and job site, Up to 15 kms Each additional 15 kms or part thereof	\$10.79 per day \$10.79 per day
18 x.	<b>Vehicle Allowances</b> Under 2.5 litres 2.5 litres and over Councillors Under 2.5 litres Councillors Over 2.5 litres  Minimum quarterly payment	\$0.68 per km \$0.78 per km \$0.68 per km \$0.78 per km  \$1,889.15
22 C	<b>Shift Work</b> Cleaners Library General Workshop	\$9.90 pd \$18.56 pd \$16.38 pd \$1.72 ph
18 xiv. (b) & (c)	<b>First Aid / Evacuation Warden Allowance</b>	\$13.66 pw
18 i.	<b>Adverse Working Conditions All Level 1</b> <b>Adverse Working Conditions All Level 2</b>	\$0.37 ph or \$14.20 pw \$0.99 ph or \$37.70 pw
18 v.	<b>Tool Allowance</b> Bricklayer Carpenter & Plumber Metal & Mechanical Trades Painter & Signwriter Plasterer	\$20.00 pw \$28.10 pw \$28.10 pw \$6.80 pw \$28.10 pw
18 xvii.	<b>Civil Liability Allowance</b>	3.5% on top of Salary Grade
18 v.	<b>Insurance Value</b>	\$1,628.00 pa
18 xiii.	<b>Camping Allowance</b>	\$51.30 pn
18 xiv. (a)	<b>Community Language Allowance</b>	\$20.20 pw
23 B iii.	<b>On Call Allowance</b> on ordinary working days	\$17.90 pd
iv.	on other days	\$35.06 pd
v.	maximum per week	\$159.77 pw
18 xv.	<b>Meal Allowance</b>	\$14.46

<b>ALLOWANCES</b>		
Clause No. LMCC EA	Title	Applicable as from 06 July 2015
18 ii.	<b>Sewer Chokes</b>	\$8.35 per choke
18 xi.	<b>Travelling Allowance within Council Boundaries - Outdoor Staff</b> (a) 3 Km or less (b) Greater than 3 Km (c) Follow the Job	\$2.64 pd \$5.32 pd \$11.08 pd
18 xii.	<b>Traveling Allowances outside Council Boundaries</b> Distance between boundary and job site, Up to 15 kms Each additional 15 kms or part thereof	\$11.08 per day \$11.08 per day
18 x.	<b>Vehicle Allowances</b> Under 2.5 litres 2.5 litres and over Councillors Under 2.5 litres Councillors Over 2.5 litres Minimum quarterly payment	\$0.68 per km \$0.78 per km \$0.68 per km \$0.78 per km \$1,889.15
22 C	<b>Shift Work</b> Cleaners Library General Workshop	\$10.17 pd \$19.07 pd \$16.83 pd \$1.76 ph
18 xiv. (b) & (c)	<b>First Aid / Evacuation Warden Allowance</b>	\$14.00 pw
18 i.	<b>Adverse Working Conditions All Level 1</b>  <b>Adverse Working Conditions All Level 2</b>	\$0.38 ph or \$14.60 pw  \$1.02 ph or \$38.76 pw
18 v.	<b>Tool Allowance</b> Bricklayer Carpenter & Plumber Metal & Mechanical Trades Painter & Signwriter Plasterer	\$20.00 pw \$28.10 pw \$28.10 pw \$6.80 pw \$28.10 pw
18 xvii.	<b>Civil Liability Allowance</b>	3.5% on top of Salary Grade
18 v.	<b>Insurance Value</b>	\$1,628.00 pa
18 xiii.	<b>Camping Allowance</b>	\$52.70 pn
18 xiv. (a)	<b>Community Language Allowance</b>	\$20.80 pw
23 B	<b>On Call Allowance</b>	
iii.	on ordinary working days	\$18.39 pd
iv.	on other days	\$36.00 pd
v.	maximum per week	\$164.16 pw
18 xv.	<b>Meal Allowance</b>	\$14.46

ALLOWANCES		
Clause No. LMCC EA	Title	Applicable as from 04 July 2016
18 ii.	<b>Sewer Chokes</b>	\$8.58 per choke
18 xi.	<b>Travelling Allowance within Council Boundaries - Outdoor Staff</b> (a) 3 Km or less (b) Greater than 3 Km (c) Follow the Job	\$2.71 pd \$5.47 pd \$11.39 pd
18 xii.	<b>Traveling Allowances outside Council Boundaries</b> Distance between boundary and job site, Up to 15 kms Each additional 15 kms or part thereof	\$11.39 per day \$11.39 per day
18 x.	<b>Vehicle Allowances</b> Under 2.5 litres 2.5 litres and over Councillors Under 2.5 litres Councillors Over 2.5 litres  Minimum quarterly payment	\$0.68 per km \$0.78 per km \$0.68 per km \$0.78 per km  \$1,889.15
22 C	<b>Shift Work</b> Cleaners Library General Workshop	\$10.45 pd \$19.60 pd \$17.30 pd \$1.81 ph
18 xiv. (b) & (c)	<b>First Aid / Evacuation Warden Allowance</b>	\$14.40 pw
18 i.	<b>Adverse Working Conditions All Level 1</b>  <b>Adverse Working Conditions All Level 2</b>	\$0.39 ph or \$15.00 pw  \$1.05 ph or \$39.80 pw
18 v.	<b>Tool Allowance</b> Bricklayer Carpenter & Plumber Metal & Mechanical Trades Painter & Signwriter Plasterer	\$20.00 pw \$28.10 pw \$28.10 pw \$6.80 pw \$28.10 pw
18 xvii.	<b>Civil Liability Allowance</b>	3.5% on top of Salary Grade
18 v.	<b>Insurance Value</b>	\$1,628.00 pa
18 xiii.	<b>Camping Allowance</b>	\$54.18 pn
18 xiv. (a)	<b>Community Language Allowance</b>	\$21.38 pw
23 B	<b>On Call Allowance</b>	
iii.	on ordinary working days	\$18.90 pd
iv.	on other days	\$37.00 pd
v.	maximum per week	\$168.75 pw
18 xv.	<b>Meal Allowance</b>	\$14.46

<b>ALLOWANCES</b>		
Clause No. LMCC EA	Title	Applicable as from 03 July 2017*
18 ii.	<b>Sewer Chokes</b>	\$8.81 per choke
18 xi.	<b>Travelling Allowance within Council Boundaries - Outdoor Staff</b> (a) 3 Km or less (b) Greater than 3 Km (c) Follow the Job	\$2.78 pd \$5.62 pd \$11.70 pd
18 xii.	<b>Traveling Allowances outside Council Boundaries</b> Distance between boundary and job site, Up to 15 kms Each additional 15 kms or part thereof	\$11.70 per day \$11.70 per day
18 x.	<b>Vehicle Allowances</b> Under 2.5 litres 2.5 litres and over Councillors Under 2.5 litres Councillors Over 2.5 litres Minimum quarterly payment	\$0.68 per km \$0.78 per km \$0.68 per km \$0.78 per km \$1,889.15
22 C	<b>Shift Work</b> Cleaners Library General Workshop	\$10.74 pd \$20.14 pd \$17.77 pd \$1.86 ph
18 xiv. (b) & (c)	<b>First Aid / Evacuation Warden Allowance</b>	\$14.80 pw
18 i.	<b>Adverse Working Conditions All Level 1</b> <b>Adverse Working Conditions All Level 2</b>	\$0.40 ph or \$15.41 pw \$1.07 ph or \$40.90 pw
18 v.	<b>Tool Allowance</b> Bricklayer Carpenter & Plumber Metal & Mechanical Trades Painter & Signwriter Plasterer	\$20.00 pw \$28.10 pw \$28.10 pw \$6.80 pw \$28.10 pw
18 xvii.	<b>Civil Liability Allowance</b>	3.5% on top of Salary Grade
18 v.	<b>Insurance Value</b>	\$1,628.00 pa
18 xiii.	<b>Camping Allowance</b>	\$55.67 pn
18 xiv. (a)	<b>Community Language Allowance</b>	\$21.97 pw
23 B	<b>On Call Allowance</b>	
iii.	on ordinary working days	\$19.42 pd
iv.	on other days	\$38.00 pd
v.	maximum per week	\$173.39 pw
18 xv.	<b>Meal Allowance</b>	\$14.46

\*The rates above (applicable from 3 July 2017) are based on a 2.75% increase which will only apply if the negotiated *Local Government (State) Award* (or the relevant industrial instrument for Local Government in New South Wales) increase is less than 2.75%. If the Award or relevant industrial instrument increase is greater, then this will apply.