

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA22/03

TITLE: Lake Macquarie City Council Enterprise Agreement 2022

CASE NO: 2022/286899

DATE APPROVED/COMMENCED: 11 October 2022 / 11 October 2022

TERM: 12 months

NEW AGREEMENT OR VARIATION: Replaces EA18/06

GAZETTAL REFERENCE: 11 October 2022

NUMBER OF PAGES: 94

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all Employees employed by Lake Macquarie City Council except those designated as Senior Staff, located at 126-138 Main Road, Speers Point NSW 2284, who fall within the coverage of the Local Government (State) Award 2020.

PARTIES:

Lake Macquarie City Council -&- 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.

22/286899



LAKE MACQUARIE CITY COUNCIL

Enterprise Agreement 2022



ACKNOWLEDGEMENT OF COUNTRY

We remember and respect the Ancestors who cared for and nurtured this Country.

Dhumaan ngayin ngarrakalu kirraanan barayidin.

It is in their footsteps that we travel these lands and waters.

Ngarrakalumba yuludaka bibayilin barayida baaduka.

Lake Macquarie City Council acknowledges the Awabakal people and Elders past, present and future.

Lake Macquarie City Council dhumaan Awabakala ngarrakal yalawaa, yalawan, yalawanan.

Wording by the Aboriginal Reference Group and translated by Miromaa Aboriginal Language and Technology Centre.

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PART A - APPLICATION AND OPERATION

1. THIS AGREEMENT

- 1.1 This Agreement shall be referred to as the *Lake Macquarie City Council Enterprise Agreement 2022*.
- 1.2 The parties to this Agreement are Lake Macquarie City Council and:
 - a) the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU);
 - b) Professionals Australia LGEA; and
 - c) the Development and Environmental Professionals' Association (depa).
- 1.3 This Agreement shall apply to all employees in Council except those designated as Senior Staff under section 332 of the *Local Government Act 1993 (NSW)*.
- 1.4 This Agreement does not exclude the application of Clause 46 (ii) Area, Incidence and duration of the *Local Government (State) Award 2020* in relation to the definition of local government industry.
- 1.5 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 one year.
- 1.6 This Agreement was freely entered into, without duress, by all the parties who support and endorse the provisions contained herein.
- 1.7 There are summary paragraphs written in plain language at the start of some clauses in this Agreement. These paragraphs should not be regarded as operative terms of the Agreement and are not intended to change the legal effect of any term of the Agreement.

2. PREVIOUS AWARDS AND AGREEMENTS

- 2.1 This Agreement shall apply to all employees of Council and employees of committees of Council established under the *Local Government Act 1993 (NSW)*, with the exception of Directors and the General Manager.
- 2.2 This Agreement shall regulate totally the terms and conditions of employment previously regulated by all Awards and Agreements covering employees of Council. For the avoidance of doubt this Agreement rescinds and replaces the Afternoon Shift Work Agreement 1993, the CiviLake Night Shift Agreement, the Waste Collection Agreement 2013, the Park Garbage Waste Services Agreement, Toilet Cleaner/Needlestick Agreement and Flexible Working Hours (Flexi-Time) Agreement.
- 2.3 This Agreement does not rescind and replace:
 - a) City Works (CiviLake) Inclement Weather Procedure

3. STATEMENT OF INTENT

- 3.1 This Agreement has been prepared collaboratively with all parties working together with a common vision to continue to transform Council into an organisation that puts customers at the centre of everything we do.
- 3.2 To achieve this intent, this Agreement not only supports and encourages the ongoing commitment of employees, while ensuring that Council's financial position is not compromised, it also supports the implementation of improvements that transform the way we deliver key services, support our capacity for innovation and nurtures a collaborative culture.
- 3.3 All parties to the Agreement are committed to this vision and to provide employees with access to fulfilling, varied and better-paid work by providing measures to:
 - a) Improve skill levels and establish skill-related career paths;

- b) Eliminate impediments to multi-skilling and the adoption of technology;
 - c) Broaden the range of tasks which a worker may be required to perform;
 - d) Achieve greater flexibility in workplace practices;
 - e) Eliminate discrimination;
 - f) Build a workforce that reflects the diversity of our community and provides an inclusive environment where all people feel as though they belong;
 - g) Establish rates of pay and conditions that are fair and equitable;
 - h) Work reasonable hours;
 - i) Ensure flexibility for work and family responsibilities;
 - j) Ensure the delivery of cost competitive services valued by the community;
 - k) Ensure the continuous improvement of work practices occurs across the organisation;
 - l) Encourage innovation;
 - m) Promote cooperative and open change management processes; and
 - n) Promote the health and safety of workers and other people in the workplace.
- 3.4 To achieve these outcomes, Council provides secure employment for employees on the basis that employees may need to retrain for new occupations during their careers. Council commits to maintaining a minimum of 1050 Full Time Equivalent (FTE), of which a minimum of 376 are outdoor, for the duration of this Agreement.

4. OBJECTIVES OF THE AGREEMENT

- 4.1 The objectives of this Agreement are:
- a) The provision of quality services to the community of Lake Macquarie at all times.
 - b) The attainment of strategies, objectives and action plans of Council's Long Term Financial Plan, Delivery Program, Operational Plan and Equal Employment Opportunity Management Plan.
 - c) The enhancement of the image and profile of Council and the City of Lake Macquarie.
 - d) To provide employment conditions that are fair, sustainable and support the wellbeing of employees.
- 4.2 The objectives of this Agreement will be achieved through:
- a) Maintaining a high performance, high trust organisation through a genuine partnership between management, staff, unions, councillors, and the community.
 - b) The embracing of change and a commitment to continuous improvement by all within Council.
 - c) The development of a learning organisation based upon teamwork, flexibility, competency in skills and opportunities for development.
 - d) The development of an organisation focussed on the customer, driven by achievement of results.
 - e) The upskilling of the organisation by training of existing staff being the nominated preferred option.
 - f) Any changes to Council policies relating to the employees of Council shall be done in consultation with the Consultative Committee.
 - g) Attracting and retaining people with the best skills and capabilities for each role.
- 4.3 The reward for achieving these objectives will be:
- a) Improved quality of service, enhanced productivity, and the development of new services.
 - b) Financial sustainability for the organisation resulting in consistent levels of service.

5. ANTI-DISCRIMINATION

- 5.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996 (NSW)* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 5.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 5.3 Under the *Anti-Discrimination Act 1977 (NSW)*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 5.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977 (NSW)*;
 - a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Note:

- Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- Section 56(d) of the *Anti-Discrimination Act 1977 (NSW)* provides:

“Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

6. DEFINITIONS

This clause sets out the definitions of commonly used terms throughout the Agreement.

Where a defined term is used throughout the Agreement it should be interpreted by reference to the definition set out in this clause.

- 6.1 For the purposes of this Agreement:
- Competency based training** refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
 - Complying superannuation fund** has the same meaning as in the *Superannuation Industry (Supervision) Act 1993 (Cth)*.
 - Council** means Lake Macquarie City Council. Lake Macquarie City Council is a Council as defined in the *Local Government Act 1993 (NSW)*. This definition shall be read subject to the allocation of responsibilities as specified in the *Local Government Act 1993 (NSW)*.
 - Days** means calendar days, unless otherwise specified.

- e) **General Manager** shall mean a person appointed in accordance with section 334 of the *Local Government Act 1993 (NSW)* to discharge the duties and responsibilities of the office of General Manager as set out in section 335 of the *Local Government Act 1993 (NSW)* 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. At Council the General Manager is referred to as the Chief Executive Officer (CEO).
- f) **Indoor employee** means an employee paid in accordance with one of the Indoor Staff wage tables in Table 1 of this Agreement.
- g) **Outdoor employee** means an employee paid in accordance with one of the Outdoor Staff wage tables in Table 1 of this Agreement.
- h) **LGNSW** means the Local Government and Shires Association of New South Wales, which is also known as Local Government New South Wales.
- i) 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).
- j) **Ordinary Pay**

Certain entitlements in this Agreement are paid at your Ordinary Pay.

This clause sets out the parts of your remuneration that are included in your Ordinary Pay, and those that are not included in your Ordinary Pay.

Ordinary Pay means the employee's remuneration for their normal weekly number of hours of work calculated at the ordinary time rate of pay including:

- i) Saturday, Sunday and shift penalties;
- ii) Hours of work flexibility agreements allowances;
- iii) Adverse Working Conditions Allowances;
- iv) Climatic, west of the line allowances;
- v) Shift allowances;
- vi) Tool allowances;
- vii) On Call allowance;
- viii) First Aid allowance;
- ix) Warden allowance;
- x) Community Language and Signing Work allowances; and
- xi) Civil Liability allowance.

Ordinary Pay does not include the following:

- i) Overtime payments;
- ii) Camping allowance;
- iii) Travelling allowances;
- iv) Sewer Chokes allowance;
- v) Vehicle allowances;
- vi) Meal allowances; and
- vii) Outdoor Travel allowance.

- k) **Rostered Day Off** means, a non-working day for full-time employees pursuant to an arrangement of ordinary hours under clause 8, where the employee:
 - i) within two weeks, is granted four days off and one additional day off (the “rostered day off”); or
 - ii) within three weeks, is granted six days off and one additional day off (the “rostered day off”); or
 - iii) within four weeks, is granted eight days off and one additional day off (the “rostered day off”).

- l) **Seven day a week rotating roster system**

Seven day a week rotating roster system means a work roster system in which the employee is regularly required to work:

- i) ordinary hours on each of the seven calendar days of the week; and
- ii) ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve-month period; and
- iii) on Public Holidays; and
- iv) at different agreed commencement times during the roster period (i.e. different shifts)

provided that where, prior to the commencement of this Agreement, an employee regularly worked according to a roster system that Council regarded as a seven day a week rotating roster system, and the employee continues to work according to the same roster system, the roster system shall be deemed to be a seven day a week rotating roster system for that employee.

- m) **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.
- n) **Afternoon Workshop employee** means an employee engaged in the workshop on an afternoon shift, commencing from 12.00pm and finishing by 8.27pm.
- o) **Road Construction and Maintenance** means all road construction and maintenance and includes footpaths, shared paths, and car parks.

PART B - JOINING LAKE MAC

7. APPOINTMENT AND PROMOTION

This subclause applies to all Council employees covered by this Agreement. Council has a merit-based recruitment process to manage the recruitment and the selection of candidates to fill vacant jobs.

- 7.1 Council is committed to attract, select and appoint individuals who demonstrate the skills, knowledge, qualifications and behaviours that align with the requirements of our organisation.
- 7.2 Council will employ the most suitable applicant(s) for all vacant positions and in accordance with the *Local Government Act 1993 (NSW)*. We do this by:
- a) ensuring that Council attracts the best available staff by complying with the current Council Recruitment and Selection procedure;
 - b) ensuring that all current staff have the opportunity to apply for all advertised vacant positions to encourage career advancement; and
 - c) promoting opportunities to develop existing employees through secondment vacancies.
- 7.3 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.
- 7.4 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 capabilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- 7.5 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.
- 7.6 Subclauses 7.2, 7.3 and 7.4 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.

8. HOURS OF WORK

- 8.1 Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.
- 8.2 Where Council seeks to alter the spread of ordinary hours for a new or vacant position from Monday to Friday to Monday to Sunday for any of the following functions:
- a) Building Surveyors;
 - b) Crematoriums and Cemeteries;
 - c) Engineering (Professional and Trainees);
 - d) Finance;
 - e) Health Surveyors;
 - f) Road Construction and Maintenance;
 - g) Sale Yards;
 - h) Stores and Depots;

- i) Town Planning;
- j) General administration; and
- k) Trade functions.

Council shall refer the proposal to alter the spread of ordinary hours to the Consultative Committee prior to advertising the new or vacant position(s); and

- 8.3 If Council is satisfied that there are suitably qualified employees available that can be redeployed to the new or vacant position(s) we will call for expressions of interest from those employees for redeployment into the new or vacant position(s).
- 8.4 Employees employed prior to 1 July 2022 in the functions of Building Surveyors; Crematoriums and Cemeteries; Finance; General Administration; Town Planning; Health Surveyors; Engineering (professional and Trainees) Road Construction and Maintenance; Sale Yards; Stores and Depots; and Trade Functions, whose ordinary hours of work are from Monday to Friday shall not be compelled to agree to work ordinary hours of work on Saturdays and/or Sundays.
- 8.5 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.
- a) For the purpose of this subclause, reasonable notice shall be determined having regard to:
 - i) the employee's personal circumstances including any family and carer responsibilities; and
 - ii) the needs of the workplace, including any genuine operational or safety reasons.
 - b) Unless otherwise agreed, at least two 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 one week 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 71 Resolution of Workplace Issues, shall apply.
 - c) 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.
- 8.6 The day of a rostered day off can be altered by mutual consent at any time and may be altered by Council with one weeks' notice where there are genuine operational or safety reasons and the alteration does not unreasonably disadvantage the employee. Where an employee works on a rostered day off, clause 24 shall apply.
- 8.7 **Meal Breaks**
- a) An employee will not be required to work more than five (5) hours without receiving an unpaid meal break of at least 30 minutes.
 - b) Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours' continuous work.
 - c) Afternoon Workshop employees shall receive the 30-minute break as referred to in subclause 8.7 (a) as a "paid" meal break.
 - d) By agreement, or in the case of unforeseen circumstances (including where the taking of the meal break would cause unreasonable interference in operations), 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.
- 8.8 Ordinary hours of work shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.

Full Time

This subclause applies to Council and its employees engaged on a full-time basis.

The job that you perform will determine whether you work a 35 or 38 hour week. The job that you do will determine the days of the week on which you work your ordinary hours. You will agree with Council the time at which you start and finish work each day.

- 8.9 Except as otherwise provided, the ordinary hours of work shall be 38 hours per week arranged on one of the following bases:
- a) 38 hours within one week provided that at least two days off shall be granted; or
 - b) 76 hours within two weeks provided that at least four days off shall be granted; or
 - c) 114 hours within three weeks provided that at least six days off shall be granted; or
 - d) 152 hours within four weeks provided that at least eight days off shall be granted.
- 8.10 The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:
- a) Administration;
 - b) Building Surveying;
 - c) Community Services (Professional/Specialist Band 3);
 - d) Engineering (Professional and Trainees);
 - e) Department managers;
 - f) Finance;
 - g) Health Surveying;
 - h) Library;
 - i) Public Relations;
 - j) Technical Services; and
 - k) Town Planning.
- 8.11 The ordinary hours for employees working 35 hours per week shall be arranged on one of the following bases:
- a) 35 hours within one week provided that at least two days off shall be granted; or
 - b) 70 hours within two weeks provided that at least four days off shall be granted; or
 - c) 105 hours within three weeks provided that at least six days off shall be granted; or
 - d) 140 hours within four weeks provided that at least eight days off shall be granted.

Part-Time Employment

This clause applies to Council and its employees who are engaged to work less than 35 or 38 hours per week.

Prior to starting part-time employment, you must agree with Council as to how you will work your hours. You may agree with Council to change your hours at any time.

- 8.12 A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 8, Hours of Work – Full time of this Agreement.
- 8.13 Prior to commencing part-time work Council and the employee shall agree upon the conditions under which the work is to be performed including:

- a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - b) The nature of the work to be performed.
 - c) The rate of pay as paid in accordance with this Agreement.
- 8.14 The conditions may also stipulate the period of part-time employment.
- 8.15 The conditions may be varied by consent.
- 8.16 The conditions, or any variation to them, must be in writing and retained by the Council. A copy of the conditions and any variations to them must be provided to the employee by the Council.
- a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the Consultative Committee for information.
 - b) In such cases Council and the employee shall agree upon the conditions, if any, of return to full-time work.
- 8.17 A part-time employee may work more than their regular number of hours at their ordinary hourly rate, or accrue time in lieu at single time by agreement. Where an employee works hours outside the spread of hours in Clause 8, Hours of Work – Full time of this Agreement, the provisions of Clause 24, Overtime, shall apply.
- 8.18 Part-time employees shall receive all conditions prescribed by the Agreement on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 8.19 Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- 8.20 A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

Casual Employment

This subclause applies to Council and its employees engaged on a casual basis.

If you are a casual employee, your engagement starts and ends at the beginning and end of each shift. You are entitled to casual loading and penalty rates calculated on your base rate of pay.

- 8.21 A casual employee shall mean an employee engaged on a day to day basis.
- a) A casual employee shall not:
 - i) replace an employee of Council on a permanent basis; or
 - ii) be engaged by Council on a permanent basis.
 - b) An employee engaged under this clause for a period in excess of 12 months may request that Council review the nature of their engagement.
 - i) The review will examine whether or not the position is more appropriately filled by a permanent employee. In undertaking this review Council shall have regard to the following matters:
 - the genuine operational reasons that align with the nature of the role;
 - the service requirements of the position;
 - the seasonal nature of the role;
 - if the position is contingent upon external funding; and
 - any other relevant matter.

- ii) Following the review an employee may be invited to apply for a permanent position with Council.
- 8.22 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 8, Hours of Work - Full time.
- 8.23 Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by Clause 27, Saturday and Sunday Work, of this Agreement. The penalties are calculated on the ordinary hourly rate.
- 8.24 Casual employees who work outside the relevant spread of hours identified at Subclauses 26.1 and 26.2 are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- 8.25 Subject to subclauses 24.10, 24.11 and 24.12 a casual employee will not be offered to work overtime in a position held by a permanent employee of Council, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 8, Hours of Work – Full time.
- 8.26 In addition to the amounts prescribed by subclause 8.24 of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave (including but not limited to annual leave, long service leave and personal leave) and severance pay, except for paid parental leave prescribed by the Agreement. Casual loading is not payable on overtime.
- 8.27 Casual employees engaged on a regular and systematic basis shall:
 - a) Have access to annual assessment under Council’s salary system.
 - b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on the Council’s structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- 8.28 A casual employee shall not replace an employee of Council on a permanent basis.
- 8.29 Carer’s entitlements shall be available for casual employees as set out in subclause 48.11 of this Agreement.
- 8.30 Bereavement entitlements shall be available for casual employees as set out in subclause 54.5 of this Agreement.

9. ROSTER CYCLES

- 9.1 Council currently operates two roster cycles:
 - a) A scheduled roster; and
 - b) A flexible working hours (‘flexi-time’) roster.
- 9.2 **Scheduled roster**
 - a) Employees’ commencing and finishing times are scheduled.
 - b) If applicable, an employee’s Rostered Day Off (RDO) is scheduled, which occurs every two weeks.
 - c) Where practical, one weeks’ notice shall be given by the supervisor/manager of the need to work on a scheduled RDO. Efforts shall be made to take the RDO on another day during that week or at a mutually convenient time before accruing an RDO.
 - d) Full-time employees will be engaged on the ‘scheduled roster’ unless approved to work under flexi-time roster by the department Manager.

9.3 **Flexi Time roster**

- a) Subject to ensuring that operational coverage is maintained, employees are able to adjust their commencing and finishing times in order to maintain flexibility in their working lives.
- b) Employee participation in the flexi-time roster is voluntary and subject to approval by the employee's manager. Approval will be determined having regard to operational and service delivery requirements.
- c) By participating in the flexi-time roster arrangement, employees forego their right to a Rostered Day Off. Instead, employees will accrue and take flex hours within a four-week period. Depending on their accrued balance, this may include a day off every two weeks, however is not limited to this arrangement.
- d) Employees working on the flexi-time roster may not accrue greater than 16 hours' credit or 8 hours of debit flex in any four-week period without prior approval from their supervisor. Where an employee exceeds the maximum flex accrual (16 hours) at the end of the four-week period without prior approval, the excess hours will be forfeited.
- e) To support flexibility, an employee may request in advance to not take any flex accrual in a particular four-week period, and instead transfer the hours to Time in Lieu at single time in accordance with subclause 25.3. This arrangement is subject to the employee confirming there is a planned day on which the time will be taken, within a reasonable timeframe. If approved, the supervisor will transfer the hours to Time in Lieu accrual at single time.
- f) Where practical, one weeks' notice shall be given by the supervisor/manager of the need for an employee to work on an intended flexi-leave day. Efforts shall be made to take the hours on another day during the four-week period at a mutually convenient time before accruing the hours. If the employee is unable to take the hours within the four-week period, the supervisor will transfer the hours to Time in Lieu accrual at the appropriate Time in Lieu rate as set out in subclause 25.2.
- g) Conversion of excess flex accrual (> 16 hours) to Time in Lieu may only occur with prior approval from the employee's supervisor. Any such conversion will be at the rate of 1.25 for the first two (2 hours) and 1.5 for hours thereafter.
- h) Where an employee requests to work up to or in excess of 10 hours in any one day as part of a flexi-time roster, they shall not be entitled to receive the paid meal break as per subclause 8.7 of this Agreement, but will instead be an unpaid break.
- i) On termination of employment, payment will be made for any credit flex accrual balance remaining at the employee's ordinary rate of pay. Any debit flex accrual shall be deducted from the employee's termination payment.

10. **LOCATION OF WORK**

- 10.1 Unless otherwise provided, each employee will be assigned to one normal place of work only.
- 10.2 An employee may be assigned to more than one normal place of work by agreement.
- 10.3 An employee may be transferred to a different normal place of work at any time by agreement or by the Council giving not less than two weeks' notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.
- 10.4 For the purposes of this subclause "normal place of work" shall mean:
 - a) Council's workshop or depot;
 - b) an office or building of Council to which the employee is usually assigned; and
 - c) any other agreed starting and/or finishing point.

11. MOTOR VEHICLE ARRANGEMENTS

Council may provide vehicles, pay a motor vehicle or car allowance to an employee to meet the operational requirements of their position and/or as a market based recruitment and retention strategy.

11.1 Private vehicles (vehicle allowances)

- a) Where, by agreement, Council requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance for each kilometre of authorised travel as follows:
 - i) motor vehicle under 2.5 litres (normal engine capacity) – refer to Table 2; and
 - ii) 2.5 litres (normal engine capacity) and over – refer to Table 2.
- b) Council may require an employee to record full details of all such official travel requirements in a log book.
- c) Minimum quarterly payment – Where the vehicle is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance in subclause 11.1 (a) (ii) but with a minimum payment as set out in Table 2. Periods of sick leave in excess of three (3) weeks, annual leave in excess of four (4) weeks, long service leave, paid and unpaid parental or maternity leave shall not be counted when calculating the minimum quarterly payment.
- d) Where the vehicle is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (a) only and shall not be entitled to the minimum payment as set out in paragraph (c).

Any agreement to pay the allowance under this clause may only be terminated by 12 months' notice by either party or by the employee's termination of employment..

11.2 Leaseback vehicles

- a) General:

The parties to this Agreement recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless Council can establish that it was not provided on such a basis at the time that it was provided.

- b) Termination of leaseback vehicle arrangement:

- i) **Condition of employment** – Unless otherwise provided in this clause, where Council and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.
- ii) **Not a condition of employment** – Unless otherwise provided, where Council and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, Council shall give a minimum of six (6) months written notice of termination of the arrangement.

Notwithstanding the above, where the leaseback vehicle agreement was entered into prior to 1 November 2010, Council shall give a minimum of 12 months' notice to terminate the agreement.

- iii) **Other** – Council may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with Council that does not include access to a leaseback vehicle. Council may also terminate or suspend a leaseback vehicle arrangement where an employee is demoted, for the period of demotion, provided that at least two weeks' notice is given.

c) Variation of leaseback vehicle arrangements:

- i) **Variations to leaseback arrangements** – Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fees shall be referred to the consultative committee in accordance with clause 71, Consultative Committees of this Agreement, before a definite decision is made.
- ii) **Variations to leaseback fees** – Where Council proposes to increase the leaseback fee an employee is required to pay in any twelve (12) month period by more than the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0), Council shall provide in writing to the employee the reasons for the increase.

In any event Council shall not increase the leaseback vehicle fee an employee is required to pay in any twelve (12) month period by more than 10%.

This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).

- iii) **Variations in hours of work and/or extended periods of absence** – Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, Council and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (ii) above shall not apply.
- iv) In the absence of agreement, clause 70, Resolution of Workplace Issues, shall apply.

11.3 **Novated Leases**

A novated lease is a type of motor vehicle lease common in Australia between an employee, Council, and finance company, with the responsibility for the lease lying with the employee and the lease payments being made from the employee's pre-tax income. Council shall not make it a job requirement that an employee enter into a novated lease agreement for the use of a motor vehicle.

12. **DAMAGE TO PERSONAL ITEMS**

- 12.1 Where an employee is requested by Council to use a personal item for work purposes, and that personal item is damaged in the course of the employee's duties, Council shall reimburse the employee a reasonable amount.
- 12.2 This clause also applies to clothing and personal items, i.e. prescription glasses, watches, etc. (other than protective clothing issued by Council) 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 a reasonable amount.

13. **RESIDENCE**

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

14. **EDUCATION TO EMPLOYMENT (E2E)**

This clause applies to Council apprentices and trainees.

The Education to Employment (E2E) program for the employment of apprentices, trainees and cadets, in term positions across a wide range of Council's operations.

- 14.1 Apprenticeships, traineeships and cadetships are offered by Council as term contract appointments with a structured training plan. Apprenticeships and Traineeships (where eligible), are registered with the NSW Government's State Training Services.

- 14.2 All apprentices, cadets and trainees will be employed in accordance with clause 17, Term Contracts and current legislative requirements. This section should be read in conjunction with Councils Education to Employment E2E Program Procedure.

15. JUNIOR AND TRAINEE EMPLOYMENT

15.1 General

- a) The rates of pay specified in Band 1/Level 1 are actual not minimum rates.
- b) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

15.2 Junior Employment

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

15.3 Trainee Employment and Apprenticeships

- a) The rates of pay for apprentices, trainees and cadets, are in accordance with Trainee rates in the Agreement, Table 1, Operational Band, Level 1, T1-T10.
- b) The Table is prescriptive up to and including T4. Entry level will depend on the age and completed schooling of the successful candidate in accordance with the Table.
- c) Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.
- d) Beyond T4, progression is not automatic, but is subject to successful completion of training/ course units, development of workplace skills relevant to the position, and satisfactory service and performance.
- e) For the term of the apprenticeship, traineeship or cadetship, salary progression will be reviewed as followed;
 - i) Employees who commence under 18, on their birthday until they reach 18, then as per points (ii) and (iii) below thereafter;
 - ii) Trainees and cadets annually on the anniversary of appointment;
 - iii) Apprentices annually on their first week of TAFE.

15.4 School Based Trainees and Apprentices

- a) The object of subclause 15.4 is to assist persons who are undertaking a traineeship or apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school-based traineeships / apprenticeships are undertaken at a minimum Certificate II Australian Qualifications Framework (AQF) qualification for traineeship level and a minimum Certificate III Australian Qualifications Framework (AQF) qualification for apprenticeship level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001 (NSW)*.
- b) The hourly rates for school-based trainees/apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1/Level 1 by 38 or 35 in accordance with clause 8, Hours of Work.
- c) For the purpose of subclause (b), where a school-based trainee/apprentice is a full-time school student, the time spent in off-the-job training for which the school-based trainee/apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

- d) School based trainees/apprentices progress through the rates of pay set out in Band 1/Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- e) Except as provided by this Agreement, school-based trainees/apprentices are entitled to pro rata entitlements of all other conditions of employment.

15.5 **Government Funded Traineeships**

- a)
 - i) Subclause 15.5 does not apply to apprentices or trainees who are already trained and job ready.
 - ii) A government funded traineeship shall not commence until the relevant Training Agreement has been registered with the relevant State Training Authority.
 - iii) Trainees shall not displace existing employees from employment.
- b)
 - i) Except as in hereinafter provided, all other terms and conditions of this Agreement shall apply.
 - ii) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Agreement.
- c) The trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the relevant State Training Authority in accredited and relevant Traineeship Schemes.
- d) Council shall ensure that the trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Training Agreement.
- e) Council shall provide a level of supervision in accordance with the Training Agreement during the traineeship period.
- f) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Training Agreement.
- g) A full-time trainee shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV traineeships which may extend up to two years full time, provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of Council. By agreement in writing, and with the consent of the relevant State Training Authority, Council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.
- h) Where the trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.
- i)
 - (i) Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
 - (ii) Where Council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- j) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with Council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- k) Where the employment of a trainee by Council is continued after the completion of the traineeship period, such traineeship period shall be counted as service with Council for the purposes of this Agreement or any other legislative entitlements.
- l) Wages:
 - i) The weekly amount of pay payable to trainees shall be as provided in Table 1, Traineeship Rates, of this Agreement.
 - ii) The trainee wage rates contained in this Agreement are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

16. TEMPORARY EMPLOYMENT

This subclause applies to Council and its employees engaged on a temporary basis.

- 16.1 A temporary employee shall mean an employee who is engaged for a defined period of time, no longer than 12 months, or 24 months if the holder of the position is on parental leave.
- 16.2 A temporary employee may be engaged on the basis of a regular number of hours up to and including full-time ordinary hours in accordance with Clause 8, Hours of Work, of this Agreement.
- 16.3 Unless specified, temporary employees shall receive all the conditions prescribed in this Agreement.
- 16.4 A temporary employee will be advised in writing the period of employment and the rate of pay for the position prior to employment commencing.
- 16.5 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.

17. TERM CONTRACTS

You may only be engaged by Council on a term contract in certain circumstances.

- 17.1 Council may only employ a person on a term contract of employment in the following situations:
 - a) for the life of a **specific task or project** that has a definable work activity, or
 - b) to perform the duties associated with an **externally funded position** where the length of the employment depends on the length of the funding, or
 - c) to perform the duties associated with a **vacant position** until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position, or
 - d) to **temporarily replace** an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work and leave arrangement, or
 - e) to undertake training and work as part of an **apprenticeship, traineeship or student work experience program** in conjunction with an education institution, or
 - f) to **trial a new work area**, provided that the duration is no longer than is reasonably necessary to trial the new work area, or
 - g) to perform the duties associated with a vacant position during the intervening period between **when 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 the employment in the vacant position and the date that the changes are implemented; or
 - h) to accommodate **time limitations imposed by law or sought by the employee** (e.g. visa restrictions); or
 - i) to perform **seasonal work** (also see subclause 47.18).
- 17.2 As of the first full pay period on or after 1 July 2020, Council shall identify in the contract of employment offered to a prospective employee, and the position statement (where appropriate), the relevant situation identified in subclause 17.1 above that gives rise to employment pursuant to a fixed or maximum term contract.

18. LABOUR HIRE

Unless it agrees with the relevant union, Council must not engage a labour hire employee to permanently replace a direct employee.

- 18.1 Labour hire staff employed by a labour hire business shall not be engaged on a permanent basis in work functions ordinarily filled by permanent employees of Council. In ensuring that labour hire staff are not engaged on a permanent basis Council shall review the use of labour hire services on an annual basis.
- 18.2 This clause does not apply to the employment of apprentices and/or trainees by a group training business.
- 18.3 For the purpose of this clause:
- a) a “*labour hire business*” is a bona fide labour hire business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which supplies staff employed or engaged by it to Council on an on-hire basis for the purpose of such staff performing work or services for that employer. Provided that a business is not a labour hire business if:
 - i) the staff of that business are not performing the specific duties of a position(s) covered by Council’s organisation structure;
 - ii) the business is providing professional business services which cannot reasonably be fulfilled by Council’s employees, for a specified period of time or for a specific task (for example, legal, financial or accounting services);
 - iii) the business is a bona fide contractor providing both equipment and employees to Council;
or
 - iv) the business is another entity covered by this Agreement
 - b) a “*group training business*” is a bona fide group training business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply apprentices and/or trainees to Council for the purpose of such staff performing work or services as an apprentice or trainee for that employer.
- 18.4 Notwithstanding the provisions of subclause 18.3 (a) (i), Council and the relevant union may agree in writing that Council may replace an employee of Council on a permanent basis with the employee of a labour hire business.

19. MULTIPLE EMPLOYMENT

- 19.1 Where an employee is employed in a second position with Council the second position shall, for all purposes of the Agreement, be regarded as a separate and distinct employment engagement from the original employment provided that:
- a) the positions involve different duties or are in different work function areas; and
 - b) the employee agreed to the employment in the second position.

PART C - REMUNERATION AND RELATED MATTERS

20. RATES OF PAY

This subclause sets out how much Council will calculate your base rate of pay.

- 20.1 The rates of pay are established for positions with the skill descriptors as defined in clause 37, Skill Descriptors.
- 20.2 Council has a salary system to complement the skills-based structure and allow progression across a grade.
- 20.3 Rates of pay will be increased in accordance with the below table:

	First pay period 1/7/22
Increases	3.25%

* 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 3.25%. If the *Local Government (State) Award 2020* (or the relevant industrial instrument for local government in New South Wales) increase is greater, then this will apply.

- 20.4 Allowances will be increased in accordance with Table 2.

21. PAYMENT OF EMPLOYEES

This subclause sets out how Council will pay your wages.

- 21.1 Employees shall be paid weekly (or any other period by agreement) on a fixed regular pay day.
- 21.2 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.
- 21.3 Payment shall be by direct credit to the employee's nominated account.
- 21.4 Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 21.5 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:
- alternative duties are available that the employee can usefully perform, or
 - the bushfire or other climatic circumstance occurred outside of the State of New State Wales, or
 - The employee has been unable to attend work for more than one week per bushfire or other climatic circumstance event. The employee may, in exceptional circumstances, apply to Council for paid special leave and such request shall not be unreasonably refused.
- 21.6 Where an employee takes a period of personal leave and subsequently becomes entitled to the payment of workers compensation for the same period but at a lesser amount than the personal leave already paid, Council will advise the employee prior and shall be entitled to deduct from the employee's remuneration the difference between the personal leave payment and the workers' compensation payment.

22. SALARY SACRIFICE

This subclause sets out that you may agree with Council that it will deduct part of your pay each pay period before calculating the amount of tax you need to pay. Council can only keep money aside for certain things, which are outlined in this clause. Council uses another business to administer these arrangements on its behalf.

- 22.1 Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre-tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- 22.2 Benefits that may be salary sacrificed include, but shall not be limited to additional superannuation and motor vehicles supplied by Council under lease back arrangements where the amount to be salary sacrificed for leaseback of Council's motor vehicle is that part of the lease back fee that exceeds Council's fringe benefit tax liability.
- 22.3 The value of the benefits shall be agreed between Council and the employee and shall include fringe benefits tax where applicable.
- a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both Council and the employee; and
- b) The employee may request in writing to change the benefits to be salary sacrificed once each year and Council shall not unreasonably refuse the request.
- 22.4 The employee's gross pay is their pre-tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- 22.5 The value of a salary sacrifice benefit and applicable fringe benefit tax shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- 22.6 The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- 22.7 The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- a) Council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
- b) Council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- 22.8 A salary sacrifice arrangement shall cease on the day of termination of employment.
- 22.9 A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- 22.10 Council may maintain and/or enter into other salary sacrifice arrangements with employees.

23. SUPERANNUATION AND RELATED ARRANGEMENTS

Council must make superannuation contributions into your choice of fund. If you do not choose a fund, Council will make contributions on your behalf to its default fund. You may request in writing to enter into a salary sacrifice arrangement for superannuation contributions.

Superannuation Fund Contributions

- 23.1 Subject to the provisions of the *Industrial Relations Act 1996 (NSW)*, Council shall make Superannuation Contributions to any complying superannuation fund nominated by the employee.
- 23.2 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).
- 23.3 If an employee does not nominate a complying super fund Council will make Superannuation Contributions to:
- The employee's "Stapled" superannuation fund; or
 - If there is no "Stapled" fund, to Council's default fund, which is the Local Government Superannuation Scheme.
- 23.4 Employer superannuation contributions are based upon the employee's ordinary time earnings as defined in the Superannuation Guarantee (Administration) Act 1992 (Cth), and at the rates provided in the table below:

	First pay period 1/7/22
Total	12%

- 23.5 Council shall make all reasonable attempts to pay superannuation contribution payments to the clearing house as early as possible each month, but no later than the 22nd of each month, acknowledging at times there may be extenuating circumstances which prevent this from occurring. When this occurs, employees will be notified of the delay and the reasons why.

Salary Sacrifice Arrangements specific to Superannuation

- 23.6 For the purposes of this sub-clause:
- "Eligible employee"** means an employee with at least five (5) years continuous service with Council who has an accrued entitlement to long service leave under the Agreement that is in excess of the long service leave entitlement that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955 (NSW)*.
 - "Excess LSL"** means the long service leave that an employee has accrued under the Agreement that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955 (NSW)*. For example, under the Act, an employee would accrue.

Example: A full-time employee with 10 years' continuous service with Council accrues 13 weeks LSL under the Agreement, whereas they would have only accrued 8 weeks LSL if covered by s4 of the LSL Act. After 10 years' service, the employee would have up to 5 weeks Excess LSL which may, with the consent of Council, be cashed out.
 - "LSL"** means Long Service Leave.
 - "LSL Act"** means the *Long Service Leave Act 1955 (NSW)*.
 - "Ordinary Time Earnings"** has the same meaning as in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
 - "Superannuation Fund"** means the complying superannuation fund nominated by the employee.
 - Subject to this clause, eligible employees may, with the consent of Council, cash out some or all of their Excess LSL.

- ii) Any Excess LSL cashed out in accordance with this clause shall be paid to the employee at the employee's ordinary pay.
- iii) Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.
- iv) Notwithstanding subclause 22.5 of the Agreement, any Salary Sacrifice Arrangement made under this clause shall not be treated as an approved benefit for superannuation purposes.

24. OVERTIME

If Council requires you to work overtime, you may choose:

- (a) to be paid at overtime rates; or*
- (b) to accrue time in lieu in accordance with clause 25.2*

Council must give you a break after you finish working overtime.

- 24.1 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.
- 24.2 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.
- 24.3 Overtime worked on Sunday, shall be paid for at the rate of double time.
- 24.4 Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Accrued time in lieu of overtime shall not be forfeited and shall be paid at the appropriate overtime rate on termination, or at another agreed time.
- 24.5 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.

Remote response – this subclause shall not apply where an employee works for less than four (4) hours remote response on any one day.
- 24.6 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 in accordance with Clause 25, Time in lieu.
- 24.7 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 this Agreement, with time in lieu being the nominated preferred option.

- 24.8 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.
- 24.9 Subject to subclause 24.11, Council may require an employee to work reasonable overtime at overtime rates.
- 24.10 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.
- 24.11 For the purposes of subclause 24.11, what is unreasonable or otherwise will be determined having regard to:
- a) Any risk to the employee;
 - b) The employee's personal circumstances including any family and carer responsibilities;
 - c) The needs of the workplace;
 - d) The notice, if any, given by Council of the overtime and by the employee of their intention to refuse it; and
 - e) Any other matter.
 - f) 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.

25. TIME IN LIEU

- 25.1 The provision of Time In Lieu (TIL) 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. An employee who is directed to work overtime may subsequently elect to accrue TIL. This election is made by the employee in lieu of overtime payments.
- 25.2 Where an employee accrues TIL in exchange for working overtime, and where overtime would have been paid at time and a half or double time, TIL will accrue at the rate of time and a quarter or time and a half respectively.
- 25.3 Where there is prior mutual agreement between Council and the employee, TIL will accrue in accordance with the actual hours worked (single time).
- 25.4 The accrual of time may be on an annual, seasonal, or individual job/project basis. 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.
- 25.5 Employees shall be entitled to accrue time in lieu up to a maximum of 10 days. Once 5 days in TIL are accrued, an appropriate leave plan should be agreed between the employee and the manager to use the accrued time.
- 25.6 TIL accrued at an overtime rate in accordance with subclause 25.2 is to be taken for all employees, with the exception of Leisure Services seasonal staff, before the first full pay period in April each year, otherwise the accrued TIL balance will be converted to single time. Conversion of unused TIL accrued at overtime rates will occur annually from the commencement of the first full pay period on or after 1 April each year. Leisure Services seasonal staff will observe their TIL conversion date annually from the commencement of the first full pay period on or after 1 September annually.
- 25.7 In extenuating circumstances, an employee's TIL may be paid out within any given 12 month period with Director approval, in accordance with subclause 24.5.
- 25.8 Upon termination, TIL hours will be paid at the rate it was accrued.
- 25.9 An alternative arrangement for specific work groups may be agreed between the work group and the Director and reported to the Consultative Committee.

26. SHIFT WORK (MONDAY TO FRIDAY)

This clause applies to Council and its employees who are required to work outside of the span of hours specified for their particular job, Monday to Friday.

Council must pay you penalty rates for all time worked during this period. If you ask to work your ordinary hours outside of these times, you will not be paid penalty rates.

- 26.1 Except as otherwise provided ordinary hours worked outside the span of hours 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.
- 26.2 Subject to clause 26.3, 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 and community care	5.00am to 8.00pm
Cleaners	5.00am to 9.00pm
Entertainment, Events Theatres and Hospitality	5.00am to 11.00pm
Libraries	8.00am to 9.00pm
Leisure Centres	5.00am to 11.00pm
Media and communication	5:00am to 11:00pm
Museums and galleries	5.00am to 9.00pm
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

- 26.3 Notwithstanding the provisions in subclause 26.2, employees employed prior to 1 July 2022 in the following functions shall retain their entitlement to a shift penalty in addition to their ordinary hourly rate of pay as it existed under the 2018 Enterprise Agreement:
- Childcare and community care;
 - Entertainment, Events, Theatres and Hospitality;
 - Media and communication; and
 - Museums and galleries
- 26.4 Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- 26.5 With the exception of staff engaged in the function of street sweeping, employees in receipt of the Level 2 adverse working conditions allowance provided under subclause 29.3 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 26.1.
- 26.6 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 26.2 of this provision, in lieu of the ordinary hours the employee would otherwise be rostered to work.
- 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 and shall be person specific.
- 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.

26.7 **City Works Night work**

- a) This subclause only applies to City Works employees temporarily performing night work, in lieu of Monday to Friday penalties.
- b) Night work shall in addition to the ordinary hourly rate of pay, attract a 35% shift penalty for the time worked Monday to Friday. Weekend shifts will attract standard weekend penalties as provided by subclause 27
- c) All types of leave taken when working on the night work will be paid at the ordinary rate (without penalty rates).
- d) The actual hours and start times to be worked will be determined prior to work commencement and may be varied with you by agreement or with reasonable notice.
- e) The composition and method of selection of the night work team will be identified and agreed in advance through consultation with employees.

26.8 **Afternoon Workshop work**

- a) This subclause only applies to Afternoon Workshop employees, in lieu of Monday to Friday penalties.
- b) Afternoon Workshop employees, in addition to the ordinary hourly rate of pay, receive an additional hourly amount as prescribed by Table 2 of this Agreement on all hours worked. The additional allowance will be paid for all EA purposes, including all paid leave taken under this Agreement.
- c) Where an Afternoon Workshop employee is required to work on the day shift on an ad hoc basis, they will receive the additional hourly amount as prescribed by Table 2 for all hours worked.

27. SATURDAY AND SUNDAY WORK

This clause applies to Council and its employees who are required to work on Saturdays and Sundays. If Council requires you to work on a Saturday or Sunday, you will receive penalty rates calculated using your ordinary rate of pay. If you ask to work your ordinary hours on a Saturday or Sunday, you will not receive any penalty rates.

- 27.1 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.
- 27.2 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:
 - a) Beach inspectors;
 - b) Cleaning;
 - c) Crematoriums and Cemeteries;
 - d) Garbage;
 - e) Mechanical Trades (Workshops);
 - f) Parks and Reserves;
 - g) Rangers and parking officers;
 - h) Road Construction and Maintenance;

- i) Sale Yards;
 - j) Sanitary;
 - k) Sewerage;
 - l) Stores and Depots;
 - m) Sullage;
 - n) Trade functions;
 - o) Waste; and
 - p) Water.
- 27.3 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 27.1 and/or 27.2.

28. FACILITATIVE PROVISIONS

28.1 Council and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in clause 26, Shift Work (Monday to Friday) and clause 27, Saturday and Sunday Work.

29. ALLOWANCES, ADDITIONAL PAYMENTS AND EXPENSES

This subclause sets out allowances which may be payable to you in certain circumstances.

- 29.1 Payment of allowances, additional payments and expenses shall, where practicable, be agreed between Council and the employee prior to claiming.
- 29.2 **Level 1 Adverse Working Conditions Allowance**
- a) A level 1 adverse working conditions allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions.
 - b) The level 1 adverse working conditions allowance shall be paid at the rate set out in Table 2 of this Agreement and shall be paid for all purposes of the Agreement but shall not attract any penalty.
 - c) All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative / Technical / Trades Band 2 shall be paid the level 1 adverse working conditions allowance for all hours worked, excepting staff engaged in the following functions:
 - i) Administration
 - ii) Civic Centre
 - iii) Recreation and Theatre
 - iv) Community Services
 - v) Finance
 - vi) Garbage, Sanitary and Sullage
 - vii) Managing Saleyards
 - viii) Noxious Plant Inspection

- ix) Ordinance Control
 - x) Public Relations
 - xi) Supervising in Band 2
 - xii) Technical Services
 - xiii) Works Supervisor
- d) i) Designated employees in Operational Band 1 and Administrative / Technical / Trades Band 2 who do not qualify for the allowances at subclauses 29.2 (c) and 29.3 (a) shall be paid the level 1 adverse working conditions allowance for the actual time worked by direction performing the following work, with a minimum payment of one (1) hour per day on which the work is performed:
- Childcare employees – whilst changing nappies;
 - Employees whose duties involve animal destruction – whilst destroying companion animals and/or manual handling the remains or faeces of such companion animals. For the purpose of this subclause, companion animals means cats and dogs.
- e) Council may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to perform such work.

29.3 **Level 2 Adverse Working Conditions Allowance**

- a) All employees classified in the Operational Band 1, of this Agreement (except for supervisors), who are employed in:
- garbage, sanitary and sullage collection work or engaged at garbage tips;
 - Council's workshop undertaking maintenance of garbage trucks;
 - amenities cleaning; street sweeping and in cleaning offensive materials from gutters or storm water drains,
- shall in addition to their weekly rate of pay, be paid a level 2 adverse working conditions allowance at the rate set out in Table 2 of this Agreement. This allowance shall be paid for all purposes of the Agreement but shall not attract any penalty.
- b) The level 2 adverse working conditions allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

29.4 **Sewer Chokes**

- a) The sewer choke allowance is to compensate for the highly obnoxious working conditions associated with the clearing of blockages in live sewers, which typically includes:
- i) the clearing of blockages in sewer mains (of any diameter) carrying raw or partially treated sewerage to sewerage treatment plants, often in circumstances where direct contact with the raw sewerage is unavoidable; and
 - ii) the clearing of blockages in other parts of the sewerage system where disassembly is required and direct contact with raw sewerage is unavoidable.
- b) Employees clearing sewer chokages and/or other parts of the sewerage system as provided above shall be paid at the rate set out in Table 2 of this Agreement whilst so engaged.
- c) For the purposes of this subclause, a live sewer shall mean part of a sewerage system that transports raw or partially treated sewerage from a building to a septic tank or sewerage treatment works, typically at or below ground surface level.
- d) For the purposes of this subclause, a sewer choke shall mean a partial or total blockage that may result in a spill to the external environment from the sewer system.
- e) The sewer choke allowance is paid per shift, including overtime shifts which are not continuous with an ordinary shift.

- f) The sewer choke allowance shall not be paid in addition to the septic tanks allowance at subclause 29.5 or sewerage treatment works allowance at subclause 29.6 of this Agreement.

29.5 **Septic Tanks**

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

29.6 **Sewerage Treatment Works**

Employees required during their ordinary hours of work to enter and clean or enter and maintain digestion tanks at sewerage treatment works, aeration ponds or wet wells at sewer pump stations, where direct contact with raw sewerage is unavoidable, shall be paid at the rate of double ordinary rates for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

29.7 **Employee Providing Tools**

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

	PER WEEK \$
Bricklayer	Table 2
Carpenter and Plumber	Table 2
Metals and Mechanical Trades	Table 2
Painter and Signwriter	Table 2
Plasterer	Table 2

- b) Complete Tool Kits – allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.
- c) Special Purpose Tools – allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee’s classification.
- d) Compensation of Tools – Council shall reimburse the employee to a maximum per annum as set out in Table 2 for loss of tools by breaking and entering whilst securely stored at Council’s premises or on the job site or if the tools are lost or stolen while being transported by the employee at Council’s direction, or if the tools are stolen during an employee’s absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- e) Provided for the purposes of this clause:
 - i) Only tools used by the employee in the course of their employment shall be covered by this clause;
 - ii) The employee shall, if requested to do so, furnish Council with a list of tools so used;
 - iii) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
 - iv) The employee shall report any theft to the police prior to making a claim on Council for replacement of stolen tools.

29.8 **Telephone**

Where an employee and Council agree that a fixed line telephone installed at the employee’s residence can be used as a means of communication to such employee and there is no reliable and accessible mobile network telephone coverage at the residence, Council shall reimburse the employee the annual rental of such fixed line telephone and for the actual charge made for all outward calls made on Council’s behalf.

29.9 **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 be agreed between Council and the employee.

29.10 **Certificate Reimbursement**

Outdoor staff, and Indoor Band 1 Level 2 staff who are required, as part of the normal course of their duties, to hold a Safe Work NSW approved certificate or licence shall be reimbursed the cost of such certificate or licence.

29.11 **Working with Children Check Reimbursement**

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

29.12 **Drivers Licence Reimbursement**

- 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) Reimbursement of Class C drivers' licences shall not apply to any indoor staff as this benefit has been incorporated into the indoor employees' rate of pay.
- c) 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 proportionate to the residual duration of their employment.
- d) Where a drivers' licence of more than one year's duration has been reimbursed and:
 - i) the employee's service is terminated for any reason; or
 - ii) 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.

29.13 **Travelling Allowance to and from work within Council Boundaries - Outdoor Staff**

- a) The payment of the below allowances shall be contingent on the employee arranging his or her own means of travel and does 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.
- b) 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) per day where:
 - i) the distance from the employee's permanent place of residence is three kilometres or less; or
 - ii) the distance from the employee's permanent place of residence is more than three kilometres.
- c) Follow the job
 - i) Where an Outdoor staff member commences, and/or ceases duty at a location away from a Depot or normal starting point, at the normal commencing and finishing times, they shall be paid a travelling expense allowance of (See Table 2) per day. This is commonly known as "follow the job" allowance ("06").
 - ii) Where the distance travelled to the location is greater than 33 kilometres of the distance usually travelled by the employee between their place of residence and normal place of work, the employee will also receive an additional follow the job allowance (See Table 2) per day ("07")

- iii) Payment of the follow the job allowance shall replace payment of subclause 29.13 (b) (i) and (ii) per day.

29.14 **Travelling Allowance Outside ordinary hours and Lake Macquarie City Boundaries**

- a) The allowance covered in this clause shall only apply to employees who are required to travel outside of their ordinary hours (prior to commencement and after completion of work) and beyond Council’s boundary for external contractual or income earning works.
- b) For the purposes of calculation,
 - i) the allowance will be paid for the kilometres travelled one-way from the city boundary by the shortest route to the job site, in 15 kilometre increments.
 - ii) Where an employee incurs a toll road on the route, a tag should be supplied or the toll cost reimbursed, by Council.
 - iii) For outdoor staff, this allowance will be paid in addition to the provisions of 29.13
 - iv) Where an employee is not supplied a Council vehicle to drive or be passenger in, the employee shall also claim the Vehicle Allowance in accordance with subclause 29.15.
 - v) 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.
 - vi) The payment of this allowance does not preclude the payment of overtime for hours worked during whilst travelling.
- c) 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.

29.15 **Vehicle Allowance**

- a) Where Council and the employee agree that the employee is to use their own vehicle to transport other employee(s) or materials to and/or from a worksite located away from the employee’s normal place of work, a vehicle allowance for the use and depreciation of the vehicle shall be paid as follows:

	Kilometres travelled transporting other employee(s) or materials Cents per kilometre
Under 2.5 litres (nominal engine capacity)	Table 2
2.5 litres (nominal engine capacity) and over	Table 2

- b) Such vehicle allowance shall be paid in addition to travelling allowances provided by subclauses 29.13 or 29.14.
- c) For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).
- d) Where Council provides transport but the employee elects to make their own travel arrangements, the vehicle allowances in this subclause shall not apply.
- e) This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 71 of this Agreement shall be applied.
- f) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- g) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.

29.16 **Camping Allowance**

- a) Employees who are required by Council to camp out or where no reasonable transport facilities are available to allow them to proceed to and from their homes each day shall be paid a camping allowance at a rate set out in Table 2 for each night the employee camps out.
- b) Council shall pay the camping allowance in advance if requested, where Council requires the employee to camp out for all of the rostered working days in a week. Council shall be reimbursed the camping allowance that has been paid in advance excepting where the camp has been shortened or cancelled for reasons beyond the employee's control.
- c) When employees are required to camp, all travelling between their respective depots and camp site at the beginning and/or completion of the camp shall be undertaken during normal working hours. If the employees are required to travel outside normal working hours they shall be paid the appropriate travelling allowance in accordance with subclause 29.14.
- d) All time occupied in setting up or in shifting camps during the ordinary working hours shall be paid for at ordinary rates. Should employees be required to shift camp at times other than during their ordinary hours of work they shall be paid time and a half rates for the time occupied.
- e)
 - i) Council shall provide transport for employees, who are required to camp out from Council depot at the commencement of each working week and to return to such depot at the finish of each working week or when the employees are camped for a period less than one week at the commencement and finish of the period in which the employees are required to camp out.
 - ii) Notwithstanding (i) above, transport may be mutually arranged between Council and the employee(s) and shall remain at all times with those employee(s) required to camp.
- f) Council shall provide free transport once each week to enable commodities for use in camp to be obtained by the employees from the nearest suitable location. For the purpose of this subclause, the camping allowance prescribed in paragraph (a) shall be payable to the employees so concerned.
- g) No employee shall be required to camp without at least 24 hours' notice unless such employee agrees to do so.
- h) Where reasonably practicable to do so Council shall arrange for perishable foods to be purchased on the morning prior to the time of departure on that day.
- i) Minimum standards of caravan accommodation to be provided to employees required to camp out are contained in Schedule 1 of the *Local Government (State) Award 2020 (NSW)*.
- j) Where the employee is required to work more than five (5) hours onsite on the final day of camping out and a meal has not been provided by Council, the employee shall be entitled to a meal allowance at the rate set out in Table 2.

29.17 **Community Language, and Signing Work**

- a) 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. The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- b) 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.
- c) Such employees convey straightforward information relating to services provided by Council, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
- d) Such employees shall record their use of a community language in their weekly timecard.

- e) Where an employee is required by Council to use community language skills in the performance of their duties:
- Council shall provide the employee with the opportunity to obtain accreditation from a language aide accreditation agency
 - Such training shall form part of Council's training plan and budget, in accordance with the requirements of Clause 41, Training and Development, of this Agreement.
 - The employee shall be prepared to be identified as possessing the additional skill(s)
 - The employee shall be available to use the additional skill(s) as required by Council.
- f) 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.

29.18 **First Aid Work**

General

- a) The parties to the Agreement recognise that providing immediate and effective first aid to employees or others who have been injured or become ill at the workplace may reduce the severity of the injury or illness and promote recovery. In some instances it could mean the difference between life and death.
- b) All employees must be able to access a first aid kit.
- c) First aid requirements will vary from one workplace to the next, depending on the nature of the work, the type of hazards, the workplace size and location, as well as the number of people at the workplace. These factors must be taken into account when deciding what first aid arrangements need to be provided.
- d) Council must ensure that an adequate number of employees are trained to administer first aid at the workplace or that employees have access to an adequate number of other people who have been trained to administer first aid.
- e) Council will endeavour to make available to employees, training in basic first aid, which may include, for example, training in:
- administering first aid;
 - Cardio Pulmonary Resuscitation (CPR); or
 - use of defibrillators.

For further information, refer to the SafeWork NSW 'First aid in the workplace code of practice'.

First aid work allowance

- f) Where an employee who holds an appropriate first aid qualification is appointed by Council to perform first aid duty and be in charge of a first aid kit, such employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2.
- g) This clause shall not apply where it is a requirement of the position for the employee to hold an appropriate first aid qualification and perform first aid duty, if the skills have been paid for in accordance with Council's salary system.

29.19 **Meal Allowance**

- a) A meal allowance set out in Table 2 shall be paid to employees instructed to work overtime:
- i) for two hours or more prior to their agreed commencing time, or
 - ii) for two hours immediately after their agreed finishing time and after subsequent periods of four hours, or
 - iii) after each four hours on days other than ordinary working days
- provided that a meal allowance is not payable where, by agreement, a meal is provided by Council.

29.20 **Civil Liability Allowance (CLA) – Engineering Professionals**

- a) Subject to this clause, engineering professionals directly involved in the application of engineering principles to the asset management of Council's assets that give rise to liability under the *Civil Liability Act 2002 (NSW)* shall be paid a 3.5% allowance in addition to the weekly salary system rate of pay.
- b) This allowance was introduced to ensure that engineering professionals whose work value had changed in response to the *Civil Liability Act 2002 (NSW)* are paid for that change in work value. This allowance applies to functional management positions as well as engineering professionals working in asset management at the operational level.
- c) This allowance is not payable where such responsibilities and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system of Council.
- d) Direct involvement in the application of engineering principles to the management of Council's assets includes:
 - i) the planning for;
 - ii) designing;
 - iii) maintenance;
 - iv) replacing;
 - v) rehabilitation; or
 - vi) disposingof Council's assets which may give rise to liability under the *Civil Liability Act 2002 (NSW)*.
- e) To qualify for the payment of this allowance the position in question must be evaluated in accordance with the skill descriptors for Professional/Specialist Band 3 or Executive Band 4 of the Agreement.
- f) The parties to the Agreement acknowledge that implementation of this allowance has been guided by the *Joint Statement on the Implementation of the Civil Liability Allowance* issued by the parties in October 2007. The parties remain committed to this document as a guide for the application of the allowance.
- g) From 1 January 2015, claims for the payment of the civil liability allowance under this clause shall be made within 30 days of the work being performed, and any claims for back-payment of the civil liability allowance shall be limited to the date on which the employee made the claim. This subclause does not apply where it can be demonstrated that Council incorrectly made representations to an employee that the civil liability allowance had already been paid for in accordance with their rate of pay and/or the salary system established by Council.
- h) This clause shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the Agreement was varied to give effect to this clause.

29.21 **Accreditation of employees as Chartered Professional Engineers**

- a) Where an engineering employee is required by Council to be accredited as a Chartered Professional Engineer Council shall:
 - i) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
 - ii) grant leave, without loss of pay, to attend course requirements in accordance with Clause 41 Training and Development, of this Agreement.
- b) Subclause (a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.
- c) Council may grant an engineering employee undertaking a course to obtain accreditation as a Chartered Professional Engineer, although not at Council's request, assistance in accordance with subclause 41.5 of this Agreement.

29.22 **Accreditation of employees by the Building Professionals Board**

- a) Where an employee is required by Council to be accredited by the Building Professionals Board under the *Building Professionals Act 2005 (NSW)* Council shall:
 - i) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
 - ii) grant paid leave to attend course requirements in accordance with subclause 41.5, of this Agreement.
- b) Subclause (a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.

29.23 **Warden Work**

- a) 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.
- b) The wardens work allowance shall be considered to be ordinary pay for employees who regularly receive the allowance and shall be payable during periods of paid leave.

29.24 **Funeral Benefit Payment**

Upon the unfortunate death of a current employee covered by this Agreement, Council will pay a one-off benefit of \$3000 to the Estate of the deceased employee. Payment will be made as part of the employee's final pay.

29.25 **Lake Macquarie City Council Employee Bereavement Scheme**

The Lake Macquarie City Council Employee Bereavement Scheme is an employee managed scheme that allows employees who are scheme members to contribute financial assistance to families upon the death of an employee, who is a member of the scheme. Council has developed and implemented a framework or mechanism to allow the scheme to operate but does not manage the scheme.

30. ANNUALISED SALARY

This sub-clause sets out the circumstances in which employees whose core hours or allowances vary each week may be able to enter into an agreement with Council to ensure that they receive the same amount of pay each week.

30.1 Annual salary instead of Enterprise Agreement provisions:

Notwithstanding any other provision of this Agreement, Council and an employee may agree on an annual salary in satisfaction of any or all payments arising under the following provisions of the Agreement:

- a) Rates of Pay – clause 20;
- b) Use of Skills – clause 38;
- c) Performance Evaluation and Reward – clause 40;
- d) Higher Duties Pay– clause 35;
- e) Salary Sacrifice – clause 22;
- f) Allowances, Additional Payments and Expenses – clause 29;
- g) Residence – clause 13;
- h) Hours of Work – clause 8;
- i) Overtime – clause 24; and
- j) Holidays – clause 67.

30.2 Annual salary not to disadvantage employees:

- a) The annual salary must be no less than the amount the employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- b) The annual salary of the employee must be reviewed by Council at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.
- c) Employees shall not be denied the opportunity to apply for new or vacant positions as a result of the operation of this clause.

30.3 An annual salary agreement must:

- a) be in writing and signed by both parties;
- b) state the date on which the arrangement commences;
- c) be provided to the employee;
- d) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all Agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the Agreement such as private use of an employer provided motor vehicle;
- e) be subject to an annual review;
- f) contain details of any salary package arrangements, including the annual salary that is payable;
- g) contain details of any other non-salary benefits provided to the employee such as a Council provided motor vehicle;
- h) contain details of any performance pay arrangements and performance measurement indicators;
- i) contain the salary for the purposes of accident make up pay (if applicable); and
- j) contain the award band and level for the role.

30.4 An annual salary agreement may be terminated:

- a) by Council or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- b) at any time, by written agreement between the Council and the employee.

30.5 On termination of an annual salary agreement, the employee will revert to the Agreement entitlements unless a new annual salary agreement is reached.

30.6 Notwithstanding the above, annualised salary arrangements entered into prior to 1 July 2022 may continue to operate in accordance with their terms.

31. ON CALL

This clause applies to Council and its employees who are required to be available outside of ordinary hours to do certain types of work.

Council must pay you an allowance for the time you spend on call. The arrangements for on call work will depend on the job that you perform.

31.1 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.

31.2 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.

- 31.3 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 8, Hours of Work, shall be paid an on-call allowance at a rate set out in Table 2 of this Agreement for each such day the employee is required to be on-call.
- 31.4 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 this Agreement for each such day the employee is required to be on-call.
- 31.5 The on-call allowances in subclauses 31.3 and 31.4 of this clause shall not total more than the rate set out in Table 2 of this Agreement for any one week.
- 31.6 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 32, Call Back.
- 31.7 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.
- 31.8 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 32, Call Back.

32. CALL BACK

This clause applies to Council and its employees who are notified they are required to work overtime after they have finished work for the day.

Council must pay you for a minimum of four hours at the relevant overtime rate for the first call back and for all time worked on call backs after that.

- 32.1 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.
- 32.2 Any employee who is called back to work as defined in subclause 32.1, shall be paid for a minimum of four hours work at the appropriate overtime rate in accordance with Clause 24, Overtime, or accrual of Time in Lieu (TIL) in accordance with subclause 25.2, 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 TIL, from the time that such employee departs for work.
- 32.3 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.
- 32.4 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 TIL in accordance with subclause 25.2, for the period worked.

33. REMOTE RESPONSE

Council will pay employees for the time they spend remotely responding to an issue.

- 33.1 An employee who is in receipt of an on-call allowance and available to immediately:
- respond to phone calls or messages;
 - provide advice ('phone fixes');
 - arrange call out/rosters of other employees; and
 - remotely monitor and/or address issues by remote telephone and/or computer access,
- will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where the employee is recalled to work.
- Note:** subclause 31.6 applies where an on-call employee is recalled to work.
- 33.2 An employee remotely responding will be required to maintain and provide to Council a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.
- 33.3 Council may, by agreement, make an average payment equivalent to an agreed period of time per week where the employee is regularly required to remotely respond as defined in subclause 33.1 of this clause.

34. AFTER HOURS TELEPHONE CALLS

- 34.1 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.
- 34.2 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.

35. HIGHER DUTIES PAY

Council has arrangements for how employees will be paid when Council requires employees to relieve in a position, which is not their usual job. This clause should be read in conjunction with Council's Salary System and Job Evaluation Internal Policy and Higher Duties Pay Procedure.

- 35.1 The provisions of this subclause should be read in conjunction with Council's Salary System and Job Evaluation Internal Policy and Higher Duties Pay Procedure.
- 35.2 An employee required to perform higher duties in a position which is at a higher level within the salary system shall be paid for that higher grade relief. They will receive the salary of that position's pay band at a pay step which provides a salary at least 2% higher than their current salary, and with consideration of their skills and experience, up to the maximum pay step of the pay band.
- 35.3 For periods of less than six weeks, higher-grade pay is only applicable for time spent working in the higher-graded role and not on any form of leave including flexi-leave and rostered days off.
- 35.4 For periods of greater than six weeks, the employee will be seconded into the role and higher-grade pay will be paid during periods of leave including flexi-leave and rostered days off.
- 35.5 An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of subclause 45.9 this Agreement.
- 35.6 An Agreement employee who is required to relieve in a senior staff position, so designated under the *Local Government Act 1993 (NSW)*, shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken and in accordance with the Salary System and Job Evaluation Policy.
- 35.7 An employee who is required to relieve an employee in a higher-level position, who is on a rostered day off, shall not be entitled to be paid for that relief, except for employees who were being paid for such relief prior to the operative date of this Agreement.

36. SALARY SYSTEM

This clause should be read in conjunction with Councils Salary System and Job Evaluation Internal Policy.

- 36.1 A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- 36.2 The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in this Agreement by identifying grades (pay bands). Each grade (pay band) shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.
- 36.3 Positions shall be assigned a salary grade(s) (pay band/s) within the structure. A position may extend across more than one grade (pay band) in the Council's salary system or level as prescribed by Clause 37 Skill Descriptors of this Agreement.
- 36.4 Progression through the salary system shall be based upon:
- a) the acquisition and use of skills; or
 - b) employee performance, provided that progression beyond the entry level based upon the acquisition and use of skills is also available.
- 36.5 Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be set in consultation with the employee(s).
- 36.6 Subject to subclauses 36.4 and 36.5, skills for progression relevant to the position shall be assigned to each salary point/step within the grade (pay band), or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.
- 36.7 Except where otherwise provided, employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- 36.8 Council shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, Council will provide one.
- 36.9 At the time of assessment, Council shall advise the employee of the relevant skills and/or reasonably achievable performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs consistent with Clause 41, Training and Development.
- 36.10 The salary system shall include a process by which employees can appeal against their assessment.
- 36.11 Employees shall have access to information regarding the grade (pay band), salary range and progression steps of the position.
- 36.12 Where Council changes its salary system structure, employees shall not suffer a reduction in pay or salary range. Further, employees shall not suffer a reduction in progression steps based on the acquisition and use of skill, unless otherwise agreed.

37. SKILL DESCRIPTORS

Council uses skill bands and levels with six skills descriptors for each level.

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

- 37.1 **Operational Band 1, Level 1**
- i) **Authority and accountability:** Completion of basic tasks with work closely monitored by the team leader or supervisor.
 - ii) **Judgement and problem solving:** Judgement is limited and coordinated by other workers.

- iii) **Specialist knowledge and skills:** Specialist knowledge and skills are obtained through on-the-job training and employer-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.
- iv) **Management skills:** Not required.
- v) **Interpersonal skills:** Limited to communications with other staff and possibly, with the public.
- vi) **Qualifications and experience:** Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work/skills experience is desirable.

37.2 Operational Band 1, Level 2

- i) **Authority and accountability:** Responsible for completion of basic tasks with individual guidance or in a team.
- ii) **Judgement and problem solving:** Applies standard procedures with normally few if any options in the application of skills.
- iii) **Specialist knowledge and skills:** Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.
- iv) **Management skills:** Not required.
- v) **Interpersonal skills:** Frequent communication with other staff and/or the public common but normally at a routine level.
- vi) **Qualifications and experience:** Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

37.3 Operational Band 1, Level 3

- i) **Authority and accountability:** Responsible for completion of regularly occurring tasks with general guidance on a daily basis.
- ii) **Judgement and problem solving:** Judgement is required to follow predetermined procedures where a choice between more than two options are present.
- iii) **Specialist knowledge and skills:** Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.
- iv) **Management skills:** Some guidance/supervision may be required. May assist a co-ordinator/trainer with on-the-job training.
- v) **Interpersonal skills:** Skills required for exchange of information on straightforward matters.
- vi) **Qualifications and experience:** Suitable experience or qualifications in a number of defined skill areas.

37.4 Operational Band 1, Level 4

- i) **Authority and accountability:** Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.
- ii) **Judgement and problem solving:** Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.
- iii) **Specialist knowledge and skills:** The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.
- iv) **Management skills:** Supervisory skills in the communication of instructions, training and the checking of work may be required.
- v) **Interpersonal skills:** Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

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

37.5 Administrative/Technical/Trades Band 2, Level 1

- i) **Authority and accountability:** Responsible for the completion of work requiring the application of trades, administrative or technical skills.
- ii) **Judgement and problem solving:** Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.
- iii) **Specialist knowledge and skills:** Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.
- iv) **Management skills:** Positions may require skills in the supervision or co-ordination of small groups.
- v) **Interpersonal skills:** Communication skills to explain situations or advise others.
- vi) **Qualifications and experience:** Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

37.6 Administrative/Technical/Trades Band 2, Level 2

- i) **Authority and accountability:** Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical/administrative skills.
- ii) **Judgement and problem solving:** Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.
- iii) **Specialist knowledge and skills:** Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.
- iv) **Management skills:** May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.
- v) **Interpersonal skills:** In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.
- vi) **Qualifications and experience:** Thorough working knowledge and experience of all work procedures for the application of technical/trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

37.7 Administrative/Technical/Trades Band 2, Level 3

- i) **Authority and accountability:** May be responsible to provide a specialised/technical service and to complete work which has some elements of complexity. Make recommendations within the employer and represent the employer to the public or other organisations.
- ii) **Judgement and problem solving:** Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.
- iii) **Specialist knowledge and skills:** Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.
- iv) **Management skills:** May supervise groups of operational and/or other administrative/trades/technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.
- v) **Interpersonal skills:** Skills to communicate with subordinate staff and the public and/or negotiation/persuasive skills to resolve disputes with staff or the public.
- vi) **Qualifications and experience:** An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

37.8 **Professional/Specialist Band 3, Level 1**

- i) **Authority and accountability:** Provides specialised/technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.
- ii) **Judgement and problem solving:** Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within the employer, and assistance is usually available from other professional/specialist staff in the work area.
- iii) **Specialist knowledge and skills:** Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.
- iv) **Management skills:** Positions at this entry level to the Professional/Specialist Band are not required to possess management skills.
- v) **Interpersonal skills:** Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.
- vi) **Qualifications and experience:** Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

37.9 **Professional/Specialist Band 3, Level 2**

- i) **Authority and accountability:** Provides a specialised/technical service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).
- ii) **Judgement and problem solving:** Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and/or determine progress.
- iii) **Specialist knowledge and skills:** Experience in the application of technical concepts and practices requiring additional training are required at this level.
- iv) **Management skills:** May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.
- v) **Interpersonal skills:** Interpersonal skills in leading and motivating staff in different teams/ locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.
- vi) **Qualifications and experience:** Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

37.10 **Professional/Specialist Band 3, Level 3**

- i) **Authority and accountability:** Provides a professional advisory role to people within or outside the employer. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position may manage several major projects or sections within a department of the employer.
- ii) **Judgement and problem solving:** Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.
- iii) **Specialist knowledge and skills:** The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.
- iv) **Management skills:** May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.
- v) **Interpersonal skills:** Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice

both within and outside the employer and to liaise with external bodies.

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

37.11 **Professional/Specialist Band 3, Level 4**

- i) **Authority and accountability:** Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to the employer on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.
- ii) **Judgement and problem solving:** Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or the employer in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.
- iii) **Specialist knowledge and skills:** Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.
- iv) **Management skills:** Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.
- v) **Interpersonal skills:** Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.
- vi) **Qualifications and experience:** Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

37.12 **Executive Band 4**

- i) **Authority and accountability:** Accountable for the direction and control of the employer or a department or the like. Influence and commit the employer or a department or the like to long-term strategic directions. Lead policy development and implementation.
- ii) **Judgement and problem solving:** Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.
- iii) **Specialist knowledge and skills:** The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to the employer.
- iv) **Management skills:** Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of the employer or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the employer's clients.
- v) **Interpersonal skills:** Positions use persuasive skills with external parties on major items of critical importance to the employer. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the employer.
- vi) **Qualifications and experience:** Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

PART D - DEVELOPMENT AND FLEXIBILITY

38. USE OF SKILLS

- 38.1 Council has developed a 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.
- 38.2 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.
- 38.3 Council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence, and training.
- 38.4 An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- a) The skills paid for shall not be limited to those prescribed by the position statement 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 subclauses 29.18 and 29.17, 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.
- 38.5 Council will whenever operationally possible use existing staff, to fill temporarily vacated positions until such times as they are permanently filled. This will enable Council to expand the skills of existing staff and provide "on the job" training, demonstrating Council's commitment to their training and development.

39. RESOURCING

- 39.1 Council shall provide adequate staff and other resources to enable employees to carry out their duties and functions over the course of working hours that are not unreasonable and support the implementation of Council's community strategic plan and operational plan.
- 39.2 Council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.

40. PERFORMANCE EVALUATION AND REWARD

Enterprise

- 40.1 It is the intention of the parties to create a flexible agreement in which Council can increase the overall efficiency and effectiveness of local government services.
- 40.2 Council should consider the development of enterprise key performance indicators where are specific to the Lake Macquarie City needs.
- 40.3 Where Council develops enterprise key performance indicators regard shall be had to the following:
- i) Measurement of the manner and process by which services are provided;
 - ii) Measurement of both qualitative and quantitative aspects of service provision e.g community satisfaction, timeliness, service quality, output and cost data.
- 40.4 Council shall discuss enterprise key performance indicators relating to human resources activities and/or job redesign with the consultative committee.
- 40.5 Employee(s) or Council may seek assistance from the appropriate union or Association in developing and implementing enterprise key performance indicators.

Individual/Team

- 40.6 Enterprise key performance indicators may be used to develop performance targets for teams or individual employees.
- 40.7 All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.
- 40.8 This Agreement recognises that all employees shall have on-going feedback about performance. The performance development process can be simplified to three stages:
- i) joint development on objectives and performance standards;
 - ii) progress reviews; and
 - iii) a formal performance review which is followed by decisions and outcomes

Bonus and Additional Performance Payments

- 40.9 Council may make available access to bonus payments or other opportunities for additional reward for those employees who have progressed through the salary System to the maximum point/step for their position.
- 40.10 Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

41. TRAINING AND DEVELOPMENT

Employees have individual development plans that are reviewed annually as part of Council's Performance Review Process.

- 41.1 The parties to this Agreement recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
- a) Developing a more highly skilled and flexible workforce
 - b) Providing employees with opportunities through appropriate education and training to acquire additional skills and
 - c) Removing barriers to the utilisation of skills in accordance with Council's training plans..
- 41.2 All employees shall have reasonable and equitable access to education and training, such education and training shall:
- a) be consistent with Council's training plan
 - b) enable employees to acquire the range of skills they are required to apply in their positions
 - c) enhance employees' opportunities for career path development and mobility through the organisational structure, through participation in Council's training plans.
 - d) Employees who are required to either hold professional qualifications or complete further professional qualifications and whose positions are evaluated in Band 3 or Band 4 of this Agreement, shall have access to continuing professional development (CPD) that is consistent with the training plan for their position as follows:
 - i) 10 hours per annum, or
 - ii) in accordance with legislated CPD requirements, whichever is the greater.

Nothing in this clause prevents Council and employee from agreeing to additional CPD training.

41.3 Training Plan and Budget

- a) Council shall develop a training plan and budget consistent with:
 - i) the current and future skill requirements of Council.
 - ii) the size, structure and nature of the operations of Council.
 - iii) the need to develop vocational skills relevant to Council and the Local Government industry.
- b) In developing the training plan, Council shall have regard to corporate, departmental and individual training needs.
- c) The training plan shall be designed in consultation with the consultative committee.
- d) The training plan shall, where appropriate, provide for training that is consistent with the relevant National Training Package.
- e) The training plan shall provide for the assessment and recognition of employee's current competencies where possible.
- f) Selection of participants to receive Council's required training in accordance with Council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance development plan.

41.4 If an employee is required by Council to undertake training in accordance with Council's training plan:

- a) Council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
- b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which Council will grant paid leave to attend such course requirements shall be specified in the training plan;
- c) Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
- d) Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
- e) reasonable travel arrangements shall be agreed; and
- f) where an employee is required to complete major assignment(s) Council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.

41.5 Council may grant an employee undertaking a course consistent with Council's training plan, although not at Council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave Council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.

41.6 The parties shall continue to engage with the VET system to ensure that the skills needs of local government are addressed in training package development.

42. SECONDMENT

You may accept an offer to work internally or in an organisation other than Council for a fixed period of time. Council must approve the arrangement.

- 42.1 An employee may be offered an opportunity to work either internally in Council or externally in another organisation on a secondment.
- 42.2 Council promotes the use of internal secondment contracts to provide staff with opportunities to develop their skills and experience. Council will whenever operationally possible use existing staff to fill temporarily vacated positions until such times as they are permanently filled. This will enable Council to expand the skills of existing staff and provide “on the job” training, demonstrating Council’s commitment to their training and development.
- 42.3 All external secondment requests must be made through the Department Manager to the Director.
- 42.4 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.
- 42.5 External secondments, if approved, will only proceed and commence once a formal secondment agreement has been signed by Council and the other organisation. The secondment agreement will set out the terms of the secondment.
- 42.6 An external 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.

43. JOB SHARE EMPLOYMENT

You may agree with another employee, or employees, and Council to share the one job. You must agree with the other employee or employees on how to share the job, including the hours each employee will work. The arrangement will operate for a period of six months after which time Council will decide whether it may continue.

- 43.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 43.2 **Agreement**
 - a) Job sharing shall be entered into by agreement between Council and the employees concerned.
 - b) Such agreement shall be referred to the consultative committee for information.
- 43.3 Council and the job sharers shall agree on the allocation of work between job sharers.
- 43.4 **Hours**
 - a) The ordinary hours of work of the position shall be fixed in accordance with Clause 8, Hours of Work of this Agreement.
 - b) The job sharers in conjunction with Council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.

43.5 **Relief**

- a) In the absence of a job sharer the remaining job sharer(s) may be required by Council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
- b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.

43.6 A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 8, Hours of Work of this Agreement the provisions of Clause 24, Overtime, shall apply.

43.7 Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.

43.8 **Conditions**

- a) Job sharers shall have access to all provisions of this Agreement including training and development.
- b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
- c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

43.9 In the event of a job sharer vacating the position Council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.

43.10 The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by Council.

44. FLEXIBILITY FOR WORK AND FAMILY RESPONSIBILITIES

This clause applies to Council and its employees who are engaged on a permanent basis.

You and the Council may agree in writing on work and leave arrangements to accommodate your work and family responsibilities. Council will not unreasonably refuse a request for an arrangement in accordance with this clause.

44.1 In recognition of the commitment to provide flexibility for work and family responsibilities and the need to retain skills and experience within the industry, Council promotes flexible work and leave arrangements to enable employees to better manage their work and family responsibilities.

44.2 Right to request changes in working arrangements

- a) An employee may request a change in working arrangements if:
 - i) The employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - ii) The employee is a carer (within the meaning of the *Carer Recognition Act 2010 (Cth)*);
 - iii) The employee has a disability;
 - iv) The employee is 55 or older;
 - v) The employee is experiencing violence from a member of the employee's immediate family;
 - vi) Such other circumstances where an employee can demonstrate a genuine need for flexible work and leave arrangements to attend to work and family responsibilities.

- b) The employee is not entitled to make the request unless:
 - i) For an employee other than a casual employee - the employee has completed at least 12 months of continuous service with Council immediately before making the request.

44.3 Formal requirements

- a) The request must:
 - i) be in writing; and
 - ii) set out the details of the change sought and the reasons for the change.

44.4 Considering the request

- a) Council must give the employee a written response to the request within 21 days, stating whether Council grants or refuses the request.
- b) Council may refuse the request only on reasonable business grounds. Business grounds will include but not be limited to:
 - i) that the new working arrangements requested by the employee would be too costly for Council;
 - ii) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - iii) that it would be impractical to change the working arrangement of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - iv) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity; and
 - v) that the new working arrangements requested by the employee would be likely to have significant negative impact on customer service.
- c) If Council refuses the request, the written response must detail the reasons for the refusal.
- d) Flexible work and leave arrangements include but are not limited to:
 - i) make up time;
 - ii) flexi time;
 - iii) time in lieu;
 - iv) leave without pay;
 - v) annual leave;
 - vi) part-time work;
 - vii) job share arrangements;
 - viii) variations to ordinary hours and rosters;
 - ix) purchased additional annual leave arrangements;
 - x) working from home arrangements; and
 - xi) arrangements to accommodate breastfeeding women.
- e) The terms of agreed changes to working arrangements, including flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

PART E - LEAVE ENTITLEMENTS

45. ANNUAL LEAVE

You will accrue four (4) weeks' annual leave each year or five (5) weeks if you work a seven-day rotating roster. Council may direct you to take annual leave in certain circumstances. Otherwise, you may agree with Council on when you will take annual leave.

45.1 **Amount of Annual Leave**

For each year of service an employee (other than a casual) is entitled to:

- a) 4 weeks of paid annual leave; or
- b) 5 weeks of paid annual leave if the employee is regularly required to work a seven day a week rotating roster system.

45.2 **Accrual of leave**

- a) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- b) Paid annual leave accrues up to when the employment ends.

45.3 **Taking paid annual leave**

- a) Unless otherwise provided, paid annual leave may be taken for a period agreed between the employee and Council.
- b) Council must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

45.4 **Annual leave at full pay, half pay or double pay**

- a) An employee who is entitled to annual leave may, with the consent of Council, take annual leave:
 - i) On full pay; or
 - ii) On half pay; or
 - iii) On double pay.
- b) The entitlement to take annual leave at double pay is only available to an employee if, after taking the period of leave, the employee will have an accrued annual leave entitlement of not less than four (4) weeks.
- c) Employees that take annual leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

45.5 **Requirement to take annual leave**

- a) Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:
 - i) where the employee has accumulated in excess of eight weeks annual leave
 - ii) a period of annual close-down of up to and including two (2) weeks.
- b) Provided that:
 - i) 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 close-down, 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.

- ii) 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.
- iii) 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.

45.6 **Employee not taken to be on paid annual leave on Public Holidays**

If the period during which an employee takes paid annual leave includes a day or part-day that is a declared public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that declared public holiday.

45.7 **Payment for annual leave**

Unless otherwise provided, if an employee takes a period of paid annual leave, Council must pay the employee 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.

45.8 **Resignation or termination of employment**

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.

45.9 **Varying rates of pay**

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.

45.10 **Cashing in Annual Leave**

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 in minimum periods of one week and by a separate agreement in writing between Council and the employee.

45.11 **Annual Leave Loading – Outdoor Employees**

- a) 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.
- b) 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.
- c) The loading is payable on outdoor employee annual leave accruals paid out on termination.
- d) This loading shall not apply to any indoor staff as this benefit has been incorporated into the indoor staff employees' rate of pay.

46. PURCHASED ADDITIONAL ANNUAL LEAVE

Permanent employees may purchase additional annual leave.

- 46.1 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.
- 46.2 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.
- 46.3 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.

- 46.4 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.
- 46.5 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.
- 46.6 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.
- 46.7 Purchased leave arrangements are not available to casual or temporary employees.
- 46.8 On termination of employment or withdrawal from the purchase leave arrangement before the end of the purchased leave period, employees will either:
- have the pro-rata amount of unused purchased leave reimbursed as a lump sum payment; or
 - be required to repay any overdrawn purchased leave.
- 46.9 All agreements for additional annual leave must be in writing and signed by the Council and the employee.
- 46.10 In considering an employee's request to purchase additional annual leave, the manager will take into consideration the following:
- 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;
 - the capacity to organise work among existing staff;
 - 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
 - the requesting employee's leave balance.
- 46.11 An employee with excess leave balances is not eligible to participate in the purchase of additional annual leave.
- 46.12 Employer Superannuation Contributions are based on the reduced annual rate of pay.

- 46.13 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.
- 46.14 Purchased leave is considered as service in all circumstances.
- 46.15 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.
- 46.16 A recalculation of the annualised hourly rate will be applied if the agreement is discontinued or continued with a different pay rate.
- 46.17 Employees should seek financial advice on the effect on taxable income and superannuation prior to seeking to enter into purchased leave arrangements.
- 46.18 Outdoor employees will not be entitled to annual leave loading on any additional annual leave purchased.

47. LONG SERVICE LEAVE

You are entitled to accrue long service leave. You are entitled to take long service leave after you have been employed with Council for more than 5 years and in accordance with the arrangements set out in this subclause. If you were employed by another council before commencing work with Council, this period of service may also count for the purpose of calculating your entitlement.

- 47.1 An employee of Council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:

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

- 47.2 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.
- 47.3 Where an employee has completed more than five (5) years of service with Council, the employee shall be entitled to apply for long service leave accrued between each completed five (5) years of service on a pro rata basis calculated monthly. Such an application shall not be unreasonably refused.
- 47.4 a) An employee who is entitled to long service leave may, with the consent of Council, take long service leave:
 - i) on full pay; or
 - ii) on half pay; or
 - iii) on double pay.
- b) 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. Agreement to leave at half pay shall not be unreasonably withheld with any disagreement referred to the Director for determination.

- c) When an employee takes long service leave, the leave entitlements will be deducted on the following basis:
 - i) a period of leave on full pay – the number of days so taken; or
 - ii) a period of leave on half pay – half the number of days so taken; or
 - iii) a period of leave on double pay – twice the number of days so taken.
 - d) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
 - i) a period of leave on full pay – the number of days so taken; or
 - ii) a period of leave on half pay – half the number of days so taken; or
 - iii) a period of leave on double pay – the number of days so taken.
 - e) 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.
- 47.5 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. Council may direct an employee to take long service leave accrued on or after 23 June 1988 and not taken within five years of it falling due provided that at least four weeks' notice is given to the employee.
- 47.6 Payment to an employee proceeding on long service leave shall be made by Council at the employee's ordinary rate of pay calculated according to how the leave is taken (i.e. either full, half or double ordinary 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.
- 47.7 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.
- 47.8 For the purpose of calculating long service leave entitlement in accordance with subclause 47.1 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.
- 47.9 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.
- 47.10 An employee who is entitled to long service leave, may, with the consent of Council, cash out a particular amount of Excess Long Service Leave. Excess long Service Leave means the long service leave that an employee has accrued under the Agreement that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955 (NSW)*.
- 47.11 Each cashing out of a particular amount of Excess Long Service Leave must be by separate agreement between Council and the employee.
- 47.12 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.

- 47.13 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.
- 47.14 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.
- 47.15 A council which has received under subclause 47.14, 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.
- 47.16 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 677, Holidays, of this Agreement, occurring during the taking of any period of long service leave, provided that where a public holiday falls during a period where the employee has taken long service leave on half pay, the public holiday shall also be paid at half pay.
- 47.17 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.
- 47.18 Where an employee's service is terminated at the end of a season or 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.

48. PERSONAL LEAVE

This subclause sets out your entitlement to personal leave, which includes both sick and carer's leave. If you are a permanent employee you will accrue 15 days of personal leave each year.

If you are a casual employee and you have caring responsibilities, you may notify Council that you are not available to work.

You must provide Council with notice of your intention to take leave. In certain circumstances, you may be required to provide proof of the reason you are taking leave. Some employees are entitled to be paid out for their accrued but untaken personal leave when their employment ends.

- 48.1 Employees who are unable to attend for duty due to;
- a) Personal illness or injury; or
 - b) To provide care and support for someone when they are ill or injured or who require care due to an unexpected emergency; or
 - c) for the purpose of enhancing their health and wellbeing (see Clause 53, Health and Wellbeing Leave)
- 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:
- d) Council being satisfied that the leave is such that it justifies the personal leave time off; and
 - e) The incapacity does not arise from engaging in other employment.

- 48.2 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.
- 48.3 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:
 - i) A spouse of the employee; or
 - ii) 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
 - iii) 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
 - iv) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - v) 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.
 - vi) A relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - A 'Relative' means a person related by blood, marriage or affinity;
 - B 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - C 'Household' means a family group living in the same domestic dwelling.
- 48.4 The employee is not required to provide proof of illness to claim personal leave. However, Council 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.
- For example, a pattern may exist when an employee utilises one or a combination of personal leave on six or more occasions under the following circumstances in any 12-month period:
- on Monday or Friday, and/or
- a) on a day immediately before an RDO or flex leave day or other planned leave, and/or
 - b) on a day immediately before or after a holiday as defined in this Agreement, and/or
 - c) on a day immediately before or after Melbourne Cup Day
 - d) on an employee's birthday
- OR
- e) if an employee has used more than 10 days uncertified personal leave in any 12 month period.
- 48.5 If an employee has a pattern of leave Council shall meet with the employee to discuss their health and well-being. Council may require proof of illness and the employee shall be advised, if appropriate, why medical certificate(s) or statutory declaration(s) are being requested prior to implementing the need for the provision of proof of illness.
- 48.6 Where proof of illness is required, the proof of illness must be given to Council 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.

- 48.7 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 Council by telephone at the first opportunity on the day of absence.
- 48.8 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.
- 48.9 Personal leave is intended for short term and unexpected leave; it 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.
- 48.10 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.
- 48.11 Carer's Entitlement for Casual Employees:
- a) Subject to the evidentiary and notice requirements in subclauses 48.4, 48.5, 48.6, 48.7 and 48.8, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 48.3, who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - b) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not to engage a casual employee are otherwise not affected.
- 48.12 Council may require employees to attend a doctor nominated by Council at Council's cost.
- 48.13 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.
- 48.14 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.
- 48.15 Council may, at its discretion, grant an employee personal leave at half pay if satisfied that extenuating circumstances exist. Where a public holiday falls during a period of personal leave at half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of personal leave at half pay on a proportionate basis.
- 48.16 Section 50 of the Workers Compensation Act 1987 dealing with the relationship between personal leave and workers' compensation applies.
- 48.17 Employees on pre-approved annual leave who become ill, injured, incapacitated or need to provide care and support to someone (as defined in subclause 48.1. (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.
- 48.18 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.

- 48.19 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 52, 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*.

49. PERSONAL LEAVE SHARING SCHEME

- 49.1 Council has developed and implemented a framework or mechanism to allow personal leave to be donated and shared amongst employees in extenuating circumstances.

50. SICK LEAVE BONUS INDOOR STAFF (POST 2000) APPLICABLE TO INDOOR STAFF EMPLOYED BEFORE THE SIGNING OF THE 2014 AGREEMENT

- 50.1 In previous Enterprise Agreements (2000-2011) a sick leave bonus was available for indoor staff calculated as follows: -
- a) The bonus will be equal to 50% of the value of untaken sick leave accrued between 1 November 2000 and termination.
 - b) The value will be calculated using the pay rate applicable to the employee's classification at the termination date.
 - c) Payment shall not be made to any employee who is summarily dismissed or terminated on disciplinary grounds.
 - d) 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.
 - e) 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.
 - f) 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 Council shall be paid. Leave transferred shall be utilised once that leave accrued at Council is exhausted.
 - g) This scheme is preserved for current employees with options to exit the scheme prior to termination in accordance with clause 52 – Sick Leave Bonus Flexibility prior to Termination.
 - h) This scheme is not available to employees commencing on or after the signing of this Agreement.
- 50.2 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.

50.3 In addition, the bonus scheme is inconsistent with the changes to clause 48, Personal Leave, which removes the requirement to prove the need for personal 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.

51. 15 FEBRUARY 1993 SICK LEAVE (PRE-1993)

51.1 Sick Leave accrued at 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.

52. SICK LEAVE BONUS FLEXIBILITY - PRIOR TO TERMINATION

52.1 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 Council.

52.2 An employee may access this bonus entitlement as leave with an approved leave plan, i.e. be able to demonstrate that they intend to take the leave within an agreed period.

52.3 Council's leave guidelines address the approval and options for employees to access the pre-1993 or post 2000 sick leave flexibility schemes.

52.4 Staff wishing to access the leave or cash-in option must maintain a minimum sick leave balance of six weeks.

52.5 An employee who elects to have Sick Leave paid out will also receive a superannuation fund contribution as per Clause 23, Superannuation and Related Arrangements, of this agreement in addition to the balance.

52.6 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.

53. HEALTH AND WELLBEING LEAVE

53.1 Council acknowledges that workplace health and wellbeing programs can lead to positive outcomes such as improved employee work performance and productivity, improved employee recruitment and retention, reduced absenteeism, and other benefits, and has introduced the Lake Mac Wellbeing Framework.

53.2 The Wellbeing Framework takes a holistic approach to health, bringing together new and existing workplace initiatives to improve wellbeing across eight areas: physical, emotional, intellectual, environmental, financial, social, occupational, and spiritual.

53.3 An employee may, with the consent of Council take up to three (3) days paid personal leave per calendar year pursuant to clause 48, Personal Leave, to participate in a health and/or wellbeing activity, subject to the following:

- a) the granting of personal leave for health and wellbeing purposes under this clause is at the discretion of Council, however, Council will not unreasonably refuse such a request; and
- b) Council may at its discretion require proof of participation in the health and/or wellbeing activity to justify payment under this clause.

54. BEREAVEMENT LEAVE

*You are permitted to take up to four days' paid leave when a member of your immediate family dies.
You are permitted to take up to two days' paid leave when a member of your extended family dies..*

- 54.1 Subject to this clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence to Council of such, the employee shall be entitled to bereavement leave as follows:
- a) Up to four days paid bereavement leave upon the death of a member of the employee's immediate family; or
 - b) Up to two days paid bereavement leave upon the death of a member of the employee's extended family.
- 54.2 For the purposes of this clause, "immediate family" shall mean the following:
- a) a spouse or de facto partner of the employee;
 - b) a child of the employee;
 - c) a parent of the employee;
 - d) a sibling of the employee;
 - e) a grandchild of the employee;
 - f) a child of the spouse or de facto partner of the employee;
 - g) a parent of the spouse or de facto partner of the employee;
 - h) a sibling of the spouse or de facto partner of the employee;
 - i) a grandchild of the spouse or de facto partner of the employee;
 - j) a member of the employee's extended family living in the same domestic dwelling as the employee.
- For the purposes of this subclause, Council recognises that the definition of 'immediate family' also includes traditional kinship where there is a relationship or obligation under the custom and traditions of the community or group to which the employee belongs.
- 54.3 For the purposes of this clause, "extended family" shall mean the following:
- a) a niece of the employee;
 - b) a nephew of the employee;
 - c) an uncle of the employee;
 - d) an aunt of the employee;
 - e) a grandparent of the employee;
 - f) a grandparent of the spouse or de facto partner of the employee;
 - g) the spouse or de-facto partner of a sibling of the employee;
 - h) the spouse or de-facto partner of the employee's child (son in law or daughter in law).
- 54.4 Council may grant, subject to Director approval, an employee additional bereavement leave if satisfied that extenuating circumstances exist. In the event that Bereavement Leave is required in respect to a significant person who is not included within the classifications above, an employee may access a reasonable amount of Personal Leave in accordance with Clause 48 of this agreement.

54.5 Bereavement Entitlements for Casual Employees

- a) Subject to providing satisfactory evidence to Council, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person as provided in subclauses 54.2 and 54.3.
- b) The casual employee is not entitled to any payment for the period of non-attendance.
- c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual employee are otherwise not affected.

55. FAMILY AND DOMESTIC VIOLENCE LEAVE

This provision offers support for employees subject to family and domestic violence and is in addition to any other form of leave.

55.1 Council and all parties to this agreement are strongly committed to providing a supportive, healthy and safe work environment where employees who are victims of Family and Domestic Violence are encouraged to come forward for help and support. Council recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

55.2 Definitions

a) In this clause:

“Family and domestic violence” means violent, threatening or other abusive behaviour, by a family member of an employee or another person living in the same household as the employee, that seeks to coerce or control the employee and that causes them harm or to be fearful.

“Family member” means:

- i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- b) A reference to a spouse or de facto partner in the definition of family member in subclause 55.2 (a) of this clause includes a former spouse or de facto partner.

55.3 Entitlement to paid leave

- a) Subject to subclause 55.4, an employee, other than a casual employee, is entitled to up to 10 days' paid leave to deal with the impact of family and domestic violence, as follows:
 - i) the leave is available in full at the start of each 12 month period of the employee's employment; and
 - ii) the leave does not accumulate from year to year.
- b) Casuals, whilst not eligible for paid leave under this clause, may make themselves unavailable for work without consequence to deal with the impact of family and domestic violence.

55.4 Taking paid leave

An employee may take paid leave to deal with family and domestic violence if the employee:

- a) is experiencing family and domestic violence; and
- b) requires flexibility to deal with the impact of the family and domestic violence.

Note: The reason(s) for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

55.5 Service and continuity

The time an employee is on paid leave to deal with family and domestic violence counts as service and does not break the employee's continuity of service.

55.6 Notice and evidence requirements

a) Notice

An employee must give Council notice of the taking of leave by the employee under this clause. The notice:

- i) must be given to Council as soon as practicable (which may be a time after the leave has started); and
- ii) must advise Council of the period, or expected period, of the leave.

b) Evidence

An employee who has given Council notice of the taking of leave under this clause must, if required by Council, give Council evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in subclause 55.4 of this clause.

Note: Depending on the circumstances such evidence may include a document issued by police, a court or a family violence support service, or a statutory declaration.

56. JURY SERVICE LEAVE

If you are called for jury duty, Council will pay you the difference between your ordinary pay and the pay you receive for jury service. You must notify Council of the date upon which you are required to commence jury service and evidence of the details of your service.

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

57. PARENTAL LEAVE

Employees may be entitled to apply for parental leave after 12 months continuous service. Employees may also be entitled to government support depending on their personal circumstances.

- 57.1 This clause applies to all full-time and part-time employees who have had 12 months continuous service with Council immediately prior to the commencement of parental leave or special maternity leave, and to casual employees who have worked on a regular and systematic basis with Council for at least 12 months prior to the commencement of parental leave or special maternity leave.

Paid Parental Leave

Eligible employees who are the primary care-giver for a child after birth or adoption and may be entitled to a period of paid parental leave, in addition to any government entitlements after the birth or adoption of their child.

This subclause sets out the arrangements relating to the taking of leave.

57.2 Definitions

- a) **'Eligible employee'** shall mean the primary care-giver for a child after birth or adoption who satisfies the requirements of subclause 57.1

- b) **'Paid parental leave'** shall mean a period of unbroken leave taken by an employee in connection with the pregnancy, the birth or adoption of a child of the employee, or where such employee is the primary care giver to that child.
 - c) **'Special paid parental leave'** shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), from at least 20 weeks gestation.
- 57.3 An eligible employee is entitled to paid parental leave or special paid parental leave taken as:
- a) a total of 12 weeks on full pay; or
 - b) 24 weeks on half pay; or
 - c) A combination of full pay or half pay, provided the leave does not exceed the equivalent of 12 weeks on full pay; and
 - d) Subject to Council approval, annual leave, long service leave, unpaid parental leave and any accumulated time in lieu, including annual leave and long service leave at half pay, provided the total period of leave does not exceed 104 weeks.
- 57.4 **Additional Parental Leave**
- a) Eligible employees who have completed two years' continuous service with Council are also entitled to an additional maximum payment of three (3) weeks at their ordinary rate of pay, deducted from their accrued personal leave.
 - b) 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.
- 57.5 The employee may choose or have a need, for example due to pregnancy related illness, to commence paid parental leave before the expected date of the birth or adoption. The leave must be taken within 12 months of the birth or adoption.
- 57.6 The period of paid parental leave and special paid parental leave is taken into account in calculating the employee's long service, annual and sick leave accruals and superannuation.
- 57.7 Payment for parental leave and special parental leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part-time employees will be paid at their ordinary part-time rate of pay calculated on the regular number of hours worked averaged over the preceding 12 months. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid parental leave or special maternity leave.
- 57.8 Notice of intention to take paid parental leave. The employee must:
- a) provide Council with certification of the expected date of leave at least 10 weeks before the child is due, or the adoption is to take place - this is known as the first notice;
 - b) advise Council in writing of the employees' intention to take paid parental leave and the proposed start date at least four weeks prior to that date - this is known as the second notice; and
 - c) provide a signed statutory declaration that the employee will be the primary care giver to the child; that the paid parental leave will not be taken in conjunction with any partner accessing paid parental leave as the primary carer..
- 57.9 An employee must return to work for at least three months following the cessation of their previous period paid parental leave or special paid parental leave to be entitled to further paid parental leave or special paid parental leave.
- 57.10 This clause shall not apply where another employee of Council receives paid parental leave in connection with the pregnancy, birth or adoption of the same child or children.

57.11 **Paid leave in the event of a miscarriage**

- a) Where an eligible employee miscarries before 20 weeks gestation, the employee is entitled to one week paid miscarriage leave on each occasion. Such leave will commence from the date the miscarriage occurs and is to be taken in one continuous block.
- b) If an eligible employee's pregnancy ends from at least 20 weeks gestation, special paid parental leave would apply.

57.12 **Supporting Parental Leave**

- a) An employee, other than a casual, who is a supporting parent shall be entitled to up to four weeks' paid supporting parental leave at the time of the birth of the child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with Council immediately prior to the commencement of their supporting parental leave. The leave must be taken within 12 months of the birth or adoption.
- b) Of the four weeks', two weeks will be deducted from their accrued personal leave balance and two weeks from supporting parental leave.

58. EMERGENCY SERVICES LEAVE

You are permitted to take paid leave when you are required to provide services to an emergency services organisation of which you are a member. Council may determine the length of the period of leave which may be taken. If you receive payment for the work, Council can deduct this amount from your ordinary pay.

- 58.1 Council supports and recognises the vital contribution that permanent employees who are members of Local Emergency Services organisations and to ensure they are not disadvantaged.
- 58.2 Subject to subclause 58.3 of this clause, an employee, other than a casual, who engages in a 'voluntary emergency management activity' shall be entitled to up to five (5) days paid emergency services leave per calendar year from their accrued personal leave balance to participate in such activity.
- 58.3 An employee is not entitled to paid emergency services leave under this clause if:
- a) the employee has less than 12 months continuous service with Council; or
 - b) the taking of the emergency services leave will result in the employee having an accumulated personal leave balance of less than three (3) weeks.
- Note:** An employee who does not qualify for Emergency Services Leave under this clause may apply for special leave under Clause 66, Special Leave.
- 58.4 For the purposes of this clause, an employee engages in a 'voluntary emergency management activity' if, and only if:
- a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - b) the employee engages in the activity on a voluntary basis (Note: the activity is not on a voluntary basis if the employee receives remuneration from the recognised emergency management body for lost wages or salary); and
 - c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
 - d) either:
 - i) the employee was requested by or on behalf of the body to engage in the activity; or
 - ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

- 58.5 For the purposes of this clause, a 'recognised emergency management body' is:
- a) a body, or part of a body, that has a role or function under a plan that:
 - i) is for coping with emergencies and/or disasters; and
 - ii) is prepared by the Commonwealth, a State or a Territory; or
 - iii) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - b) any other body, or part of a body, a substantial purpose of which involves:
 - i) securing the safety of persons or animals in an emergency or natural disaster; or
 - ii) protecting property in an emergency or natural disaster; or
 - iii) otherwise responding to an emergency or natural disaster.
- 58.6 For the purposes of this clause, an 'emergency' means an event, actual or imminent, which endangers or threaten to endanger life, property or the environment and which requires a significant and coordinated response.
- 58.7 Council may require proof of participation in the voluntary emergency management activity to justify payment under this clause.
- 58.8 In addition, 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 upon 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.

59. LEAVE WITHOUT PAY

- 59.1 Leave without pay will be considered for approval when all outstanding time in lieu, annual leave and accrued long service leave has been taken.
- 59.2 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.
- 59.3 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.
- 59.4 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.

60. CAREER BREAK LEAVE

This clause applies to Council and its eligible permanent employees who have taken all of their accrued annual and long service leave.

You may request an extended period of leave between 4 weeks to 12 months. The leave must be for a specific purpose, that is beneficial to both you and Council.

60.1 **Career Break – General provision - Unpaid and Purchased**

- a) 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:
 - i) Completing study or extending of skills that may be used with Council;
 - ii) Family responsibilities, e.g. dependent care, elder care, or care of grandchildren;
 - iii) Significant social or community responsibilities, e.g. volunteer work for a community organisation; and
 - iv) Work experience in an organisation that is not a direct competitor of Council.
- b) An employee will be eligible for a career break when:
 - i) They have completed two years of continuous service prior to commencing the career break; and
 - ii) All outstanding leave and accrued long service leave has been taken or is incorporated in the career break; and
 - iii) 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
 - iv) The leave has been approved by the Director.
- c) 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.
- d) 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 76, Redundancy, of this Agreement.
- e) The length of a career break may vary from four weeks to 12 months in consideration of operational requirements.
- f) All agreements for career break leave must be in writing and signed by the Council and the employee.
- g) This provision will not be available to employees who have obtained permanent employment elsewhere.

60.2 **Career Break – Conditions of unpaid**

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.

60.3 Career Break - Purchased Extended Leave

- a) An employee and Council may negotiate a career break leave purchasing arrangement in conjunction with the approval process identified in subclause 60.1.
- 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:
 - i) The career break leave arrangement can only be introduced at the employee's initiative;
 - ii) The employee must use all paid accrued Career Break leave entitlements during the period of the arrangement;
 - iii) 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.

61. CONCESSIONAL LEAVE – OUTDOOR EMPLOYEES

- 61.1 Four concessional days leave with pay shall be granted to permanent, temporary and term contract outdoor employees with 12 months continuous service as at 1 November, and who have had no more than four weeks of unpaid leave in the preceding 12 months (including approved leave without pay and parental leave).
- a) This clause applies to employees classified as outdoor staff on the day on which concessional leave is allocated.
 - b) Outdoor employees who transfer to an indoor position or perform acting duties or relief duties in an indoor position, will be entitled to four concessional days on a pro rata basis, to reflect the amount of time the employee worked in an outdoor position in the 12 months preceding the day on which each concessional leave entitlement is allocated to employees.
- 61.2 Concessional Leave is to be taken during the Christmas shutdown unless:
- a) employees are required to work during this period, or
 - b) employees request to take annual leave during this period.
- 61.3 Employees and supervisors will ensure that concessional leave is used before any other type of leave after the conclusion each Christmas shutdown.
- 61.4 An employee may elect to have their total untaken concessional leave balance paid out at any time between the second full pay period in January and the second full pay period in June.
- 61.5 Concessional leave not taken by the second full pay period of June each year will be paid out in the next full pay period or on termination of employment, whichever occurs first.

62. CHRISTMAS CLOSURE – INDOOR EMPLOYEES

- 62.1 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.
- 62.2 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.
- 62.3 Where indoor employees are required to work during the Christmas shutdown, managers and supervisors will make best endeavours, subject to operational needs, to approve:
- a) rosters
 - b) staff leave arrangements and
 - c) acting duties
- that enable all indoor employees to take at least two days' leave during the Christmas shutdown, thereby maximising all employees' ability to access two days from their personal leave during this period.
- 62.4 Employees will be advised not less than three months in advance by the Executive, regarding the plans for annual Christmas Closure.

63. HALF DAY LEAVE – FESTIVE SEASON

- 63.1 On the last business day before Christmas, Council has a half day closure for all employees working on that day where it would otherwise be their normal day of work.
- 63.2 Employees rostered to work will receive a half day leave. Employees who are not rostered to or do not work on this day, or if it is not their normal day of work, will not receive the half day leave.
- 63.3 Where due to operational requirements, Council identifies that an employee is required to work beyond the closure on that day, the employee shall be provided with reasonable notice or mutually agree to perform the work and shall be granted the equivalent of half day time in lieu.

64. UNION TRAINING LEAVE

- 64.1 An eligible employee shall be entitled to five (5) days paid leave to attend courses which are specifically directed towards relevant training for eligible employees.
- 64.2 For the purpose of this clause relevant training for eligible employees is training directly related to:
- a) Eligible employees' rights and responsibilities in their capacity as union delegates;
 - b) Understanding the Local Government (State) Award, enterprise agreements, This Agreement, and council policies;
 - c) Grievance and dispute procedures, and disciplinary procedures;
 - d) Code of Conduct;
 - e) Bullying, harassment, and discrimination.
- 64.3 Such leave will be available to an individual eligible employee once only during their employment, provided that Council shall not unreasonably refuse additional training where:
- a) There is a change in relevant provisions of the Local Government (State) Award, this Agreement; or
 - b) More than three (3) years has elapsed since the eligible employee last took leave for the purpose of this clause.
- 64.4 An eligible employee is defined as a full-time or part-time employee:
- a) Who is a union delegate, who has been duly appointed by a union and Council has been formally notified of that appointment; and
 - b) Who has completed 12 months continuous service with Council, unless otherwise agreed.

- 64.5 An eligible employee must comply with the following notice requirements:
- a) Provide Council with at least four (4) weeks prior notice in writing of their request to attend a training course;
 - b) Outline details of the type, content and duration of the course to be attended in the written notice.
- 64.6 Council will consider a request for leave in accordance with this clause having regard to:
- a) The operational requirements of Council; and
 - b) The capacity of Council to make adequate staffing arrangements among current employees during the proposed period of leave.
- 64.7 Council must not unreasonably refuse to agree to a request by the employee to take training leave.
- 64.8 Council will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time rate for such absence.
- 64.9 An eligible employee will be required to provide Council with proof of attendance at, and satisfactory completion of, the course to qualify for payment of leave.
- 64.10 Nothing in this subclause prevents Council and the employee from agreeing to additional union training leave either with or without pay.
- 64.11 Leave granted pursuant to this clause counts as service for all purposes of this agreement.

65. UNION CONFERENCE LEAVE

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

66. SPECIAL LEAVE

- 66.1 Council may grant special leave, either with pay or without pay, to an employee for a period as determined by Council to cover any specific matter approved by Council, including but not limited to:
- a) leave for victims of family and domestic violence;
 - b) leave for engaging in a voluntary emergency management activity;
 - c) compassionate leave for employees facing unforeseen circumstances such as injury or terminal illness; or
 - d) leave to attend to duties as a member of the Australian Defence Force.
- 66.2 Periods of leave without pay shall not be regarded as service for the purpose of computing entitlements under this Agreement. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- 66.3 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

67. HOLIDAYS

67.1 Public Holidays

There are other religious and cultural holidays observed in Australia aren't recognised public holidays (such as Lunar New Year, Diwali, Ramadan), this clause provides flexibility to observe alternate holidays.

- a) The days on which holidays shall be observed are as follows:
 - i) New Years' Day;
 - ii) Australia Day;
 - iii) Good Friday;
 - iv) Easter Saturday;
 - v) Easter Sunday;
 - vi) Easter Monday;
 - vii) Anzac Day;
 - viii) Queen's Birthday;
 - ix) Labour Day;
 - x) Christmas Day;
 - xi) Boxing Day; and
 - xii) 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.
- b) In addition to the days provided for in subclause 67.1 (a), employees who are Aboriginal and Torres Straight Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- c) Council also supports other cultural holidays and may approve requests to observe other holidays as an alternate to any holidays set out in Clause 67.1 (a).
- d) 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.
- e) 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. By agreement, for hours worked on a public holiday an employee may elect to be paid a 50% penalty, in addition to accruing time in lieu at single rate. The minimum engagement on a public holiday is four (4) hours.
- f) All employees classified in the Operational Band 1 of this Agreement employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- g) All employees classified in the Operational Band 1 of this Agreement employed in waste operations and amenities cleaning (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 and/or tyre fitters who are certified by their coordinator or manager as being specifically required to work in conjunction with the waste operations section on a holiday.
- h) If a rostered day off falls on a public holiday as prescribed in 67.1(a) the next working day will be substituted, or another day by agreement, except for employees engaged on a seven (7) day a week rotating roster system.
- i) An employee who prior to the operative date of this agreement was entitled to move a day off which was not a rostered day off where it fell on a public holiday shall retain that right.

- j) Council may direct an employee to take accrued time in lieu for work on a public holiday by the giving of at least two (2) weeks' notice in the following circumstances:
 - i) Where the employee has accumulated in excess of one (1) weeks' time in lieu for work on a public holiday, or where the employee has accumulated a total of in excess of one (1) weeks' time in lieu when combining:
 - A) time in lieu for work on public holiday's; and
 - B) time in lieu of overtime under clause 25, Time in Lieu.
 - ii) A period of annual close down of up to and including two (2) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. Council shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.

67.2 **Picnic Day**

- a) The parties to this Agreement recognise that for a number of reasons, Council Picnic Day is not a viable event and will no longer be held. Council aims to explore alternative ways for staff and their families to get together throughout the year.
- b) In recognition of the historical significance of Union Picnic Day, and in keeping with the arrangements for 2020 and 2021 where no event was held, financial members of the union(s) will be credited to one days' time in lieu at single time rate each year in the second full pay period of February. Part time employees will be credited time in lieu on a pro-rata basis according to their contract hours. The union(s) shall advise Council of financial members by 1 February. In 2022, the time in lieu will be provided in the second full pay period in November, with the union(s) to advise Council of the financial members by 1 November.

PART F – MANAGING RELATIONSHIPS AT LAKE MAC

68. WORK HEALTH AND SAFETY

The parties to the Agreement and employees all have obligations in relation to work health and safety. Council's obligations extend to labour hire and contracting businesses.

- 68.1 Council is committed to the safety and wellbeing of workers, visitors, and the communities associated with the business. Council aims to reduce the incidence and severity of accidents, injuries, and workplace illnesses caused by activities, and to improve the health and wellbeing of people working for or on behalf of Council.
- 68.2 Statement of Intent
- a) The parties to the Agreement are committed to co-operating positively to:
 - i) promote the safety and welfare of workers and other people in the workplace;
 - ii) eliminate unsafe work practices; and
 - iii) ensure that employers and employees understand and comply with their obligations under the *Work Health and Safety Act 2011 (NSW)*, *Work Health and Safety Regulation 2011 (NSW)* and associated codes of practice.
- 68.3 Specific provisions
- In the case of extreme and unusual weather conditions which could be assessed as hazardous, Council will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.
- 68.4 Further information and resources
- a) Further information and resources are available from the following organisations:
 - i) Safe WorkNSW: www.safework.nsw.gov.au
 - ii) Safe Work Australia: www.safeworkaustralia.gov.au

69. WORKPLACE BULLYING

- 69.1 The parties are committed to:
- a) eliminating bullying in the workplace; and
 - b) pursuing legislative change to give the Industrial Relations Commission of New South Wales the power to make any order it considers appropriate (other than an order requiring payment of a pecuniary penalty amount) to prevent workers from being bullied at work.
- 69.2 'Bullying' shall mean conduct at work where a person or group of people repeatedly act unreasonably towards an employee or group of employees, and that behaviour creates a risk to health and safety.
- a) Bullying behaviour may involve, but is not limited to, any of the following types of behaviour:
 - i) Aggressive, threatening or intimidating conduct;
 - ii) Belittling or humiliating comments;
 - iii) Spreading malicious rumours;
 - iv) Teasing, practical jokes or 'initiation ceremonies';
 - v) Exclusion from work-related events;
 - vi) Unreasonable work expectations, including too much or too little work, or work below or beyond an employee's skill level;
 - vii) Displaying offensive material; and
 - viii) Pressure to behave in an inappropriate manner.

69.3 Reasonable management action carried out in a reasonable manner shall not constitute bullying behaviour.

- a) Examples of reasonable management action may include, but are not limited to:
 - i) Performance management practices;
 - ii) Disciplinary action for misconduct;
 - iii) Informing an employee about unsatisfactory work performance or inappropriate work behaviour;
 - iv) Directing an employee to perform duties in keeping with their job;
 - v) Maintaining reasonable work goals and standards;
 - vi) Legitimately exercising a regulatory function; and
 - vii) Legitimately implementing a council policy or administrative process.

Where bullying behaviour is alleged, the grievance and dispute procedures of clause 71, Resolution of Workplace Issues, will apply.

70. SECURITY OF EMPLOYMENT

70.1 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.

70.2 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.

71. RESOLUTION OF WORKPLACE ISSUES

If you are unhappy about how you have been treated by Council or another employee, you must tell Council. Council will try to resolve the issue. If the issue is not resolved informally, you and Council must follow the process set out in this clause.

71.1 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 grievance/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.

71.2 **Grievances 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.

71.3 **Lack of Agreement at Job Level**

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

71.4 **Lack of Agreement at Manager Level**

- a) If agreement cannot be reached at manager level, then the matter will be referred in writing to the Director or General Manager, for determination.

- b) The Director or 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.
- c) After receiving the response from the Director or Chief Executive Officer 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.

71.5 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.

71.6 The Industrial Relations Commission

- a) If the employee(s) is (are) dissatisfied with the Chief Executive Officer'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.
- b) The above provisions do not limit an employee's entitlement to pursue proceedings before the Industrial Relations Commission in matters concerning unfair dismissal.

71.7 Continuity of Work and Representation

- a) Pending completion of the above procedure, work shall continue as normal without interruption.
- b) No party shall engage in provocative action, and pending resolution of the dispute, the status quo shall apply.
- c) At any stage in the above procedures, a party to the grievance or dispute may:
 - i) Request the involvement of higher level management;
 - ii) Seek assistance from a representative of the employee's Union; or
 - iii) Seek assistance from LGNSW.
- d) The union delegate shall have reasonable time without loss of pay to discuss the matter/grievance/ dispute with the staff member and management, where they have advised their supervisor.

72. CONSULTATIVE COMMITTEES

72.1 Aim

- a) The parties to the Agreement are committed to consultative and participative processes. There shall be a Consultative Committee at each Council which shall:
 - i) provide a forum for consultation between Council and its employees that encourages a free and open exchange of views;
 - ii) positively co-operate in workplace reform to enhance the efficiency and productivity of Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

72.2 Size and composition

- a) The size and composition of the Consultative Committee shall be representative of Council's workforce and agreed to by Council and the local representatives from the following unions: USU; depa and the LGEA and such agreement shall not be unreasonably withheld.
- b) The Consultative Committee shall include but not be limited to employee representatives of each of the unions who have members employed at Council.
- c) Officers of the union(s) or Association(s) may attend and provide input to meetings of the Consultative Committee, at the invitation of the Consultative Committee or their respective members

72.3 Scope of the Consultative Committee

- a) The functions of the Consultative Committee include:
 - i) Award implementation
 - ii) training
 - iii) consultation with regard to organisation restructure
 - iv) job redesign
 - v) salary systems
 - vi) communication and education mechanisms
 - vii) performance management systems
 - viii) changes to variable working hours arrangements for new or vacant positions
 - ix) local government reform
 - x) proposed variations to leaseback vehicle arrangements
 - xi) health and wellbeing programs.
- b) The Consultative Committee shall not consider matters which are being or should be processed in accordance with Agreement Clause 71, Resolution of Workplace Issues.

72.4 Meeting and Support Services

- a) The Consultative Committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to Council should note the dissenting views.
- b) The Consultative Committee shall meet as required.

73. UNION MEETINGS

73.1 Up to two hours per calendar year can be used for authorised Union Mass Meetings.

73.2 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.

73.3 Council may, at the discretion of the Chief Executive Officer, authorise meetings to exceed this amount of hours.

74. WORKPLACE CHANGE

74.1 Workplace change notification

If Council has decided to make changes which may have a significant effect on employees, Council must notify you and the relevant unions prior to implementation.

- 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 Union (s) to which they belong.
- b) **“Significant effects”** include
 - i) termination of employment,
 - ii) major changes in the composition, operation or size of Council’s workforce or in the skills required,
 - iii) the elimination or diminution of job opportunities, promotion opportunities or job tenure,
 - iv) the alteration of hours of work,

- v) 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 above such an alteration shall be deemed not to have significant effect.

- c) Notification of a definite decision will be provided to the relevant employees and Union (s) at least 28 days before the change is implemented, noting that the change can be implemented subject to 74.2 (a) (v) and 74.3 (b).

74.2 Discussing Change

Council must consult with you, if you are impacted by the change.

- a) Discussing change
 - i) Council will discuss with employees and the relevant Union (s) what affect the significant changes are likely to have on employees and measures to avoid or mitigate any adverse effect. This discussion will ordinarily commence prior to Council making their final decision.
 - ii) Measures to mitigate adverse effects on employees may include;
 1. Consideration of re-training opportunities and/or;
 2. Redeployment and/or;
 3. Recruitment advice and/or;
 4. The payment of a relocation allowance and/or;
 5. Provisions of additional notice and/or;
 6. Access to Council's Employee Assistance Program and/or;
 7. Financial advice and/or;
 8. Such other assistance as may be reasonably available
 - iii) Council will promptly consider matters raised by employees and/or relevant Union (s) in relation to the changes and this may lead Council to reconsider the decision.
 - iv) For the purposes of competitive tendering where employees who are adversely affected by the proposed changes request Council's assistance to submit an in-house bid and Council refuses that request, Council will provide the reasons in writing.
 - v) Nothing in this subclause prevents Council from immediately implementing a change with the consent of the affected employee(s), and the Union.

- b) **Change – Emergency**

Nothing in this subclause prevents the CEO from immediately implementing a change, where it is a necessity due to an emergency or decision(s) made by an external agency of Council. In such circumstances measures to mitigate any adverse effects on employees will be taken in consultation with employees and Union(s).

PART G - LEAVING LAKE MAC AND RELATED MATTERS

75. TRANSITION TO RETIREMENT

- 75.1 In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, Council will endeavour to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- 75.2 Examples of flexible work and leave arrangements include:
- a) Part-time work;
 - b) Flexi time;
 - c) Leave without pay;
 - d) Variations to ordinary hours and rosters;
 - e) Job redesign;
 - f) Purchased additional annual leave arrangements; and
 - g) Job share arrangements.
- 75.3 The terms of flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of Council or the employee.

76. REDESIGN AND REDEPLOYMENT

Redesign

- 76.1 This subclause applies where a significant 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 statement shall be referred to the Job Size Committee and a new job size determined.
- d) The relevant Director, in conjunction with the Executive 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:

- i) If the skills/qualifications required to perform the new duties can be met by the affected employee by providing training within a reasonable time, having regard to the employee's willingness and capacity to acquire the required skills.
- ii) 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.
- iii) 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.
- iv) 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 one pay band, 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.
- v) If the difference in pay is greater than one pay band, 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 Recruitment and Selection Internal Procedure.
- vi) 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 subclause 76.2 will apply.

Redeployment

- 76.2 The primary option for dealing with employees whose positions are surplus to organisational needs shall be redeployment. Other options that should be explored are voluntary redundancy, 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. A meeting shall be held with the employee to determine the most appropriate way forward for both parties.
 - b) Where possible, an employee shall be redeployed into a vacant establishment position, which matches the skills, qualifications and experience of the employee. If reasonable, training will be provided to match skills with position requirements. 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. The creation of a non-establishment temporary position is contingent on a sufficient requirement for such a role within the organisation. 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 via involuntary redundancy.
 - c) 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 shall consider making an offer to terminate the employee's service by voluntary redundancy. Should an employee seek to decline an offer of redeployment with remuneration less than the employees substantive position, the provisions of subclauses 77.1 - Redundancy General and 77.4 – Involuntary Redundancy shall apply.

- d) A redeployed employee will be entitled to the greater remuneration (as defined in subclause 6.1 (j) Ordinary Pay) of either their prior substantive role or the redeployed role for a minimum of two years.
- e) At the discretion of the Chief Executive Officer, and under extraordinary circumstances such as closeness to retirement and length of service, this period may be extended.
- f) Subclause 76.2 (d) of this clause shall not override any agreements regarding maintenance of pay in existence at the time of the signing of this Agreement.

76.3 During the redeployment period, employees will be encouraged to and should identify vacant positions that are of comparable skill, accountability and for which they believe they suit the selection criteria. An employee may apply to be directly appointed to a vacant comparable 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. A merit based selection process will be undertaken in the event that there is more than one employee under redeployment who make such request and meet the essential criteria.

- a) 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.
- b) Any redeployment option does not entitle the employee to any particular benefits (excepting those defined in subclause 76.2 (d)) that may have attached to their previous position, such as a particular office or work location for example.
- c) 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 People Culture and Risk and approved by the Chief Executive Officer. At the discretion of the Chief Executive Officer, the salary maintenance period may be extended for the term of the training.

77. REDUNDANCY

If Council determines that your position is surplus to its needs or your position is otherwise no longer required to be performed by anyone, your employment may be terminated by way of redundancy.

77.1 **Redundancy General**

- a) Council may determine that an employee's position is redundant, if it has become surplus to Council's needs or the employee's position is otherwise no longer required to be performed by anyone.
- b) Where Council has made a definite decision that an employee's role is redundant, Council will consult with the affected employee and the Union in accordance with clause 74.
- c) The entitlements set out in this clause will not apply where an employee has been offered, but has refused to accept, redeployment to an alternate position within Council's organisational structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

77.2 **Notice of Termination**

- a) If an employee's employment is terminated due to redundancy, they will be entitled to:
 - i) five weeks' notice of termination or payment in lieu, unless the redundancy occurs due to the introduction of technology.
 - ii) three months' notice of termination or payment in lieu, if the employee's position is redundant due to the introduction of technology. Notice or payment in lieu of notice under this sub-clause will be deemed to be service with Council for the purposes of calculating leave entitlements under this Agreement.

- b) Subject to the minimum period of notice set out in clause 77.2 (a), the effective date of the termination will be determined based upon operational requirements, and where possible, the date preferred by the employee. The date that termination is effective will be within three months of the employee receiving confirmation of termination, or such longer period at the discretion of the Chief Executive Officer.
- c) 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.
- d) Employees are entitled to up to one day off without loss of pay during each week of the notice period, for the purpose of seeking other employment.

77.3 Voluntary Redundancy

- a) 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 76.2.
- b) A voluntary redundancy may also be offered at other times at the discretion of the Chief Executive Officer, with no compulsion on the employee's part, to agree.
- c) In addition to any notice of termination set out in subclause 77.2, the voluntarily redundant employees are be entitled to redundancy pay based on their continuous service in accordance with the following table:

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

- d) The redundancy entitlement shall be calculated on a "pro-rata" basis by applying the employee's actual completed service in years/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.

77.4 Involuntary Redundancy

- a) 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 organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- b) In addition to any notice of termination set out in subclause 77.2, involuntarily redundant employees are entitled to redundancy pay in accordance with the following tables.

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

COMPLETED YEARS OF CONTINUOUS SERVICE WITH COUNCIL	ENTITLEMENT
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.

- c) The redundancy entitlement shall be calculated on a "pro-rata" basis by applying the employee's actual completed service in years/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.

77.5 Job Search Allowance

- a) A redundant employee is entitled to a job search allowance up to the rate set out in Table 2 to meet expenses associated with seeking other employment, subject to proof of expenditure or on production of an invoice, and/or other documentation as reasonably required by Council.
- b) The job search allowance must be claimed within 12 months of the employee's effective termination date or prior to the employee securing alternative employment, whichever is the sooner.

77.6 Notice to Centrelink

Where a decision has been made to terminate fifteen (15) or more employees for reasons of an economic, technological, structural or similar nature, or for reasons including such reasons, Council shall notify Centrelink as soon as possible giving relevant information as provided at section 530 of the *Fair Work Act 2009 (Cth)*.

77.7 Statements of Service and Separation

If requested by a redundant employee, Council will provide the employee with:

- a) a written statement of service, setting out the employee's period of service, position/classification and the type of work performed by the employee; and
- b) an "Employment Separation Certificate" in the form required by the Department of Human Services – Centrelink, within five business days.

77.8 **Variations to Redundancy Benefits**

- a) 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.
- b) 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.
- c) Nothing in this clause shall restrict an employee with 10 years' service or more and Council from agreeing to further redundancy payments.
- d) 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.

77.9 **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 Recognition) Procedure.

78. TERMINATION OF EMPLOYMENT

*If you want to resign from your employment, you must provide Council with the required period of notice. You may agree with Council to provide a shorter period.
To terminate your employment, Council must provide you with the required period of notice*

78.1 **Notice period**

- a) An employee in Operational Band 1 or the Administrative/Technical Trades Band 2 shall give to Council two (2) weeks' notice of their intention to terminate their employment.
- b) The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of this Agreement shall be the same as that required of Council in subclause 78.4 of this clause.

If no such notice is provided, Council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.

78.2 Council and an employee may agree to a shorter period of notice for the purpose of this subclause.

78.3 In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause 78.4 shall not apply.

78.4 Council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

78.5 The provision of this clause shall be read subject to the provisions of Clause 74, Workplace Change and Clause 77 Redundancy, of this Agreement.

PART H - OTHER PROVISIONS

79. USE OF EXTERNAL RESOURCES

79.1 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 not replacing long term vacant permanent roles.
- b) Contract labour that has been on-going for greater than six months shall be reported to the Consultative Committee along with appropriate strategies to convert any evident long term contract hire engagements to temporary, permanent or fixed term employment with Council.
- c) Similarly, any vacancies greater than six months duration shall also be reported along with appropriate strategies for these roles.
- d) Any agreement to use in excess of 15 contract labour people, subject to the above strategies, will not be unreasonably withheld by the parties.

79.2 Volunteers and Work Experience

- a) It is acknowledged by the parties to this agreement that volunteer labour is an important social service and 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 volunteer labour and undertakes that volunteers will not carry out tasks usually carried out by Council's workforce.

79.3 Community Service Order Workers

- a) It is agreed between the parties that Council will use workers on Community Service Orders from the Federal or State government agencies 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.

80. REVIEW AND RENEGOTIATION

Review of the Agreement

- 80.1 The parties to this Agreement will review its operation at least annually for the duration of the agreement to ensure it is operating in a manner consistent with its objectives.
- 80.2 This 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.

Renegotiation of the Agreement

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

81. LEAVE RESERVED

This clause applies to the parties to this Agreement.

The parties can do certain things during the life of this Agreement in accordance with this clause.

- 81.1 The Leave Reserved (Clause 45) provisions of the *Local Government (State) Award 2020* and its successors apply.
- 81.2 The following clauses from the *Local Government (State) Award 2020* have been incorporated directly into this Agreement:
- Clause 5 Skill Descriptors
 - Clause 7 Salary System
 - Clause 9 Resourcing
 - Clause 10 Performance Evaluation and Reward
 - Clause 13 Annualised Salaries
 - Clause 14 Salary Sacrifice
 - Clause 16 Allowances, additional payments and expenses with the exception of: 16 (ii) Level 2 Adverse Working Conditions Allowance, 16 (x) and Travelling Allowance 16 (ix) (a) and (b) Certificates, Licence and other Approvals
 - Clause 17 Motor vehicle Arrangements
 - Clause 18 Residence
 - Clause 20, E Remote Response
 - Clause 22 C Emergency Services Leave
 - Clause 22 J Bereavement Leave
 - Clause 22 K i) Jury Service Leave
 - Clause 22 K ii Union Training Leave
 - Clause 22 K iii) Union Conference Leave
 - Clause 22 L Special Leave
 - Clause 22 M Family and Domestic Violence Leave
 - Clause 23 Flexibility for work and family responsibilities
 - Clause 24 Phased Retirement
 - Clause 27 Casual employment
 - Clause 28 Job share Employment
 - Clause 29 Labour Hire
 - Clause 30 Multiple Employment
 - Clause 31 Junior and Trainee Employment
 - Clause 32 Training and Development
 - Clause 33 Consultative Committees
 - Clause 35 Term Contracts
 - Clause 38 Work Health and Safety
 - Clause 39 Workplace Bullying
 - Clause 40 Termination of Employment

Should any of the above clauses be varied in the *Local Government (State) Award 2023*, the parties will discuss the impact of the changes on employees.

Where the varied clause/s provide for a different entitlement, the parties will reach agreement to do one of the following:

- a) apply to vary this Agreement to be consistent with the changes;
- b) commence applying the varied Award clause without formally applying to vary this Agreement (with any such changes to be included in an updated version of the Agreement to be distributed and utilised by the parties); or
- c) continue applying the Agreement provision.

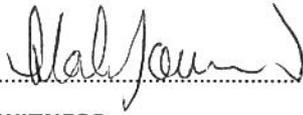
In the event the parties apply to vary this Agreement in accordance with this clause, the parties agree they will also seek to vary the expiry date of this Agreement so that it falls as soon as practicable after the release of each new version of the *Local Government (State) Award*.

- 81.3 Council is committed to investigating ways to provide flexibility across its workforce. During this term of this Agreement, dependant on operational requirements, and where financially viable, Council intends to commence trialling alternative rostering arrangements such as a four (4) day work week and the flexi-roster for part time employees.
- 81.4 The parties to this Agreement undertake to commence a review of Clause 35 Higher Duties, within six months of the operative date of this Agreement.
- 81.5 The parties to this Agreement undertake to commence a review of the Travelling Allowances within six months of the operative date of this Agreement.

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

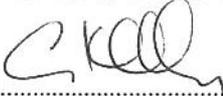

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General Manager

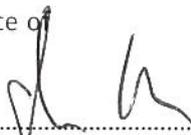

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WITNESS

SIGNED on behalf of UNITED SERVICES UNION


.....

NAME: CRAIGMIE KELLY OAM

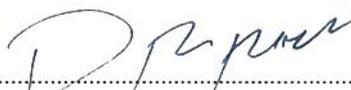
in the presence of

.....

WITNESS

SIGNED on behalf of the DEVELOPMENTAL AND ENVIRONMENTAL PROFESSIONALS' ASSOCIATION


.....

NAME: IAN ROBERTSON

in the presence of

.....

WITNESS

SIGNED on behalf of the LOCAL GOVERNMENT
ENGINEERS ASSOCIATION


.....

NAME: GORDON BROCK

in the presence of

.....

WITNESS

TABLE 1**INDOOR 35- AND 38-HOUR WEEK SALARY TABLE WEEKLY RATES FROM 4 JULY 2022**

Pay Band	Award Band & Level	M-JES points	Step 1 Min.	Step 2	Step 3	Step 4	Step 5 Max.
T-Band	OL B1 L1	0-280			<i>EA rates</i>		
A	OL B1 L2	281-420	\$1,017.50	\$1,056.47	\$1,096.92	\$1,138.91	\$1,182.52
B	OL B1 L3	421-563	\$1,082.78	\$1,124.25	\$1,167.29	\$1,211.99	\$1,258.38
C	OL B1 L3	564-705	\$1,157.39	\$1,201.70	\$1,247.71	\$1,295.48	\$1,345.09
D	OL B1 L4 AT B2 L1	706-879	\$1,232.00	\$1,279.18	\$1,328.16	\$1,379.00	\$1,431.79
E	OL B1 L4 AT B2 L1	880-1050	\$1,306.61	\$1,356.64	\$1,408.59	\$1,462.51	\$1,518.50
F	AT B2 L2 PS B3 L1	1051-1186	\$1,381.22	\$1,434.12	\$1,489.01	\$1,546.03	\$1,605.21
G	AT B2 L2 PS B3 L1	1187-1320	\$1,493.13	\$1,550.31	\$1,609.65	\$1,671.29	\$1,735.28
H	AT B2 L3 PS B3 L2	1321-1485	\$1,623.71	\$1,685.88	\$1,750.41	\$1,817.42	\$1,887.02
I	AT B2 L3 PS B3 L2	1486-1650	\$1,740.29	\$1,806.92	\$1,876.10	1,947.92	\$2,022.49
J	PS B3 L3	1651-1820	\$1,968.78	\$2,044.16	\$2,122.40	2,203.68	\$2,288.04
K	PS B3 L3	1821-1990	\$2,197.25	\$2,281.38	\$2,368.73	\$2,459.42	\$2,553.58
L	PS B3 L4	1991-2165			<i>Annualised salary</i>		
M	PS B3 L4	2166-2340			<i>Annualised salary</i>		
	EX B4	NA			<i>Annualised salary</i>		

Note to Indoor Salary Table

Council has positions which are evaluated and paid at Pay Band L and M. These positions are either specialist positions or section managers, assistant managers or departmental managers.

Position statements for each of these roles are evaluated using the Mastertek 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 14 Roster Cycles, Clause 28 Overtime, Clause 29 Time in Lieu, Clause 35 On Call, Clause 36 Call Back, 37 Remote Response. 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.

OUTDOOR 38 HOUR WEEK SALARY TABLE WEEKLY RATES FROM 4 JULY 2022

Pay Band	Award Band & Level	M-JES points	Step 1 Min.	Step 2	Step 3	Step 4	Step 5 Max.
T-Band	OL B1 L1	0-280			<i>EA rates</i>		
A	OL B1 L2	281-420	\$998.78	\$1,037.02	\$1,076.72	\$1,117.95	\$1,160.74
B	OL B1 L3	421-563	\$1,062.87	\$1,103.55	\$1,145.80	\$1,189.67	\$1,235.21
C	OL B1 L3	564-705	\$1,136.10	\$1,179.59	\$1,224.75	\$1,271.65	\$1,320.32
D	OL B1 L4 AT B2 L1	706-879	\$1,209.34	\$1,255.63	\$1,303.70	\$1,353.63	\$1,405.44
E	OL B1 L4 AT B2 L1	880-1050	\$1,282.58	\$1,331.68	\$1,382.65	\$1,435.59	\$1,490.55
F	AT B2 L2 PS B3 L1	1051-1186	\$1,355.81	\$1,407.72	\$1,461.61	\$1,517.57	\$1,575.66
G	AT B2 L2 PS B3 L1	1187-1320	\$1,465.66	\$1,521.77	\$1,580.04	\$1,640.53	\$1,703.33
H	AT B2 L3 PS B3 L2	1321-1485	\$1,593.82	\$1,654.83	\$1,718.19	\$1,783.98	\$1,852.28
I	AT B2 L3 PS B3 L2	1486-1650	\$1,708.26	\$1,773.65	\$1,841.56	\$1,912.07	\$1,985.26
J	PS B3 L3	1651-1820	\$1,932.53	\$2,006.53	\$2,083.34	\$2,163.10	\$2,245.93
K	PS B3 L3	1821-1990	\$2,156.82	\$2,239.41	\$2,325.14	\$2,414.15	\$2,506.58
L	PS B3 L4	1991-2165			<i>Annualised salary</i>		
M	PS B3 L4	2166-2340			<i>Annualised salary</i>		
	EX B4	NA			<i>Annualised salary</i>		

LAKE MACQUARIE CITY COUNCIL TRAINEESHIP WEEKLY RATES EFFECTIVE 4 JULY 2022

	INDOOR STAFF 35 HOUR	OUTDOOR STAFF 38 HOUR
Operational Band, Level 1		
T1 at 15 years of age	\$447.31	\$440.24
T2 at 16 years of age or School Certificate	\$558.14	\$548.91
T3 at 17 years of age	\$656.88	\$645.94
T4 at 18 years of age or over or HSC	\$767.83	\$754.94
T5	\$879.12	\$864.29
T6	\$949.35	\$932.93
T7	\$995.98	\$979.23
T8	\$1,044.10	\$1,026.31
T9	\$1,092.10	\$1,072.95
T10	\$1,141.70	\$1,121.64

Note T stands for Trainee

Council implemented the current Salary System in 2021, with pay bands A to M. The below tables are the former 21-grade salary tables, and remain in place for the following reasons:

- Employees who elected to remain on this salary table until they reach the maximum salary range of their grade for their position and until eligible to transfer to the new salary table at the applicable pay band and pay step for that position
- Employees who have Current Occupant Only (COO) arrangements in place once they reach the maximum salary range of their position's grade under this salary table and while they remain employed in that position
- Employees who prior to the implementation of the new salary system already had Current Occupant Only (COO) arrangements in place, and their salary in that position exceeded the maximum salary range of the applicable new pay band for that position, and whilst they remain employed in that position

Refer to Council's Salary System Internal Policy for further information.

LAKE MACQUARIE CITY COUNCIL SALARY ADMINISTRATION SYSTEM 1995

OUTDOOR STAFF

GRADE	BAND / LEVEL	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
5	OL B1 L3	\$1,032.59	\$1,058.24	\$1,084.58	\$1,111.61
6	OL B1 L3	\$1,067.36	\$1,093.93	\$1,121.19	\$1,149.11
7	OL B1 L3	\$1,102.59	\$1,130.08	\$1,158.24	\$1,187.09
8	OL B1 L4	\$1,140.91	\$1,169.30	\$1,198.38	\$1,228.25
9	OL B1 L4	\$1,187.89	\$1,217.42	\$1,247.74	\$1,278.76
10	OL B1 L4 / AT B2 L1	\$1,236.00	\$1,266.79	\$1,298.38	\$1,330.75
11	AT B2 L2 / PS B3 L1	\$1,316.39	\$1,349.11	\$1,382.75	\$1,417.19
12	AT B2 L2 / PS B3 L1	\$1,397.80	\$1,432.58	\$1,468.27	\$1,504.86
13	AT B2 L2 / PS B3 L1	\$1,478.52	\$1,515.35	\$1,553.09	\$1,591.76
14	AT B3 L2 / PS B3 L2	\$1,558.79	\$1,597.57	\$1,637.36	\$1,678.18
15	AT B2 L3 / PS B3 L2	\$1,639.87	\$1,680.68	\$1,722.54	\$1,765.41

AS FROM 4 JULY 2022

LAKE MACQUARIE CITY COUNCIL SALARY ADMINISTRATION SYSTEM 1995

INDOOR STAFF

GRADE	BAND / LEVEL	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
9	OL B1 L4	\$1,210.11	\$1,240.22	\$1,271.12	\$1,302.82
10	OL B1 L4 / AT B2 L1	\$1,259.15	\$1,290.51	\$1,322.66	\$1,355.61
11	AT B2 L2 / PS B3 L1	\$1,341.24	\$1,374.66	\$1,408.86	\$1,443.98
12	AT B2 L2 / PS B3 L1	\$1,424.13	\$1,459.60	\$1,495.97	\$1,533.26
13	AT B2 L2 / PS B3 L1	\$1,506.12	\$1,543.63	\$1,582.07	\$1,621.40
14	AT B2 L3 / PS B3 L2	\$1,588.44	\$1,628.01	\$1,668.60	\$1,710.10
15	AT B2 L3 / PS B3 L2	\$1,670.54	\$1,712.16	\$1,754.80	\$1,798.47
16	AT B2 L3 / PS B3 L2	\$1,752.98	\$1,796.65	\$1,841.35	\$1,887.18
17	PS B3 L3	\$1,876.12	\$1,922.88	\$1,970.76	\$2,019.80
18	PS B3 L3	\$1,999.16	\$2,048.98	\$2,099.94	\$2,152.29
19	PS B3 L4	\$2,123.09	\$2,176.00	\$2,230.16	\$2,285.69
20	PS B3 L4	\$2,246.47	\$2,302.45	\$2,359.81	\$2,418.53
21	PS B3 L4	\$2,370.06	\$2,429.13	\$2,489.57	\$2,551.59

AS FROM 4 JULY 2022

TABLE 2

ALLOWANCES		
CLAUSE NO.	TITLE	APPLICABLE AS FROM 4-JUL-22
29.2	Adverse Working Conditions - Level 1	\$0.46 ph or \$17.68 pw
29.3	Adverse Working Conditions - Level 2	\$1.22 ph or \$46.36 pw
29.4	Sewer Chokes	\$10.05 per choke
29.7	Tool Allowance	
	Bricklayer	\$24.20 pw
	Carpenter & Plumber	\$33.90 pw
	Metal & Mechanical Trades	\$33.90 pw
	Painter & Signwriter	\$8.30 pw
	Plasterer	\$33.90 pw
2	Insurance Value	\$1,963 pa
29.16	Camping Allowance	\$71.73 pn
29.17	Community Language Allowance	\$24.96 pw
29.18	First Aid Allowance	\$16.85 pw
29.19	Meal Allowance	\$16.91
29.20	Civil Liability Allowance	3.5% on top of Salary Grade
29.15	Vehicle Allowances	
	Under 2.5 litres	\$0.78 per km
	2.5 litres and over	\$0.91 per km
	Minimum quarterly payment	\$2,145.00
29.13	Travelling Allowance within Council Boundaries - Outdoor Staff	
	(b) (i) 3 Km or less (04)	\$3.17 pd
	(b) (ii) Greater than 3 Km (05)	\$6.40 pd
	(c) (i) Follow the Job (06)	\$13.34 pd
	(c) (ii) Follow the Job > 34 kms (07)	\$5.27 pd
29.14	Traveling Allowances outside Council Boundaries	
	Distance between boundary and job site, Up to 15 kms	\$13.34 pd
	Each additional 15 kms or part thereof	\$13.34 pd
29.23	Warden Work Allowance	\$16.85 pw
26.8	Afternoon Workshop Work	\$2.12 ph
31	On Call Allowance	
	on ordinary working days	\$22.15 pd
	on other days	\$43.32 pd
	maximum per week	\$197.70 pw
76.5	Job Search Allowance	\$2,917.55

