

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA13/3

**TITLE:** Clarence Valley Council Long Service Leave Enterprise Agreement 2012-2015

**I.R.C. NO:** IRC13/169

**DATE APPROVED/COMMENCEMENT:** 2 April 2013 / 2 April 2013

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA10/25.

**GAZETTAL REFERENCE:** 16 August 2013

**DATE TERMINATED:**

**NUMBER OF PAGES:** 4

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement will cover all ongoing employees employed by Clarence Valley Council located at 2, Prince Street, Grafton NSW 2460, who fall within the coverage of the Local Government (State) Award 2010.

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

**LONG SERVICE LEAVE  
ENTERPRISE AGREEMENT  
2012 – 2015**

*Ratified:*



**Table of Contents**

1. Title
2. Definitions
3. Parties Bound
4. Scope and Coverage of the agreement
5. Duration
6. Aims of the Agreement
7. Long Service Leave
8. Signatories to Agreement



**Clarence Valley Council  
Long Service Leave Enterprise Agreement  
2012 - 2015**

**1. Title**

This Agreement is the 'Clarence Valley Council Long Service Leave Enterprise Agreement 2012-2015' (**Agreement**).

**2. Definitions**

Except where otherwise defined:

**Agreement** - means the "Clarence Valley Council Long Service Leave Enterprise Agreement 2012 – 2015"

**Award** - means the Local Government (State) Award 2010, as amended from time to time

**Council** - means Clarence Valley Council

**Excess LSL** – means the difference in entitlement between LSL Act and Local Government Award

**3. Parties Bound**

The Parties to this Agreement are the Clarence Valley Council (herein after referred to as the Council) and the following Unions and Associations:

- (a) The New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union;
- (b) The Local Government Engineers' Association of New South Wales; and
- (c) The Development and Environmental Professionals' Association.

**4. Scope and Coverage of the Agreement**

- (a) This Agreement is made pursuant to section 29 of the *Industrial Relations Act 1996* (NSW).
- (b) On commencement of this Agreement:

The Agreement will cover all ongoing employees engaged under the General Staff Enterprise Agreement

The Agreement does not displace the Award or the General Staff Enterprise Agreement. The terms and conditions of this Agreement prevail to the extent of any inconsistencies between this Agreement and the Award.



## 5. Duration

This Agreement shall come into operation from its date of registration and shall remain in force for 36 months, unless varied or terminated earlier under the provisions provided by the *Industrial Relations Act 1996*.

The Parties agree that the expiry date of this Agreement may be extended by exchange of letters between the Parties. Any extension is to be limited to a maximum of twenty four (24) months.

## 6. Aims of the Agreement

The purpose and benefits of this Agreement are to:

- (a) Allow the cashing out of excess long service leave;
- (b) Assist in the management of excess Long Service Leave balances held.

## 7. Long Service Leave

### 7.1 Taking long service leave

This Agreement does not preclude an employee from accessing Long Service Leave at the completion of 5 eligible years of service where such an entitlement exists.

An ongoing employee with 10 or more years service may elect to cash out or take Long Service Leave in accordance with the completed years of eligible service:

1. Completed years of eligible service	2. LSL Act entitlement (required minimum balance)	3. LG Award accrued LSL entitlement	4. Payment Entitlement	5. Cash out component
More than 10 years but less than 15 years	9 weeks leave	13 weeks leave	at up to 13 weeks pay	Maximum 4 weeks
15 years or more but less than 20 years	13.5 weeks leave	19.5 weeks leave	at up to 19.5 weeks pay	Maximum 6 weeks
After 20 years of service	22.5 weeks leave	30.5 weeks leave	at up to 30.5 weeks pay	Maximum 8 weeks
For every completed period of 5 years' service thereafter	7 weeks leave (each subsequent period of 5 years)	11 weeks leave (each subsequent period of 5 years)	at up to 11 weeks pay (each subsequent period of 5 years)	Maximum additional 4 weeks (each subsequent period of 5 years)

### 7.2 Request to cash out long service leave

An employee may make a request to cash out their credited long service leave entitlement in accordance with the following conditions:

- (a) The employee must elect to cash out long service leave on the basis of his or her own independent financial advice. Council will not apply undue influence or duress in the employee electing to cash out long service leave;
- (b) The employee must have completed at least 10 years of eligible service prior to making the request to cash out long service leave;
- (c) The request must be in writing in the approved form and be signed by the employee and;



- (d) The employee may only cash out their long service leave entitlements in accordance with the column 5 'Cash out component' provided in subclause 7.1 and must not reduce the balance below the amounts specified in Column 2;
- (e) Long service leave to be cashed in will be paid at the employee's base rate of pay that is applicable at the time the election is made; and
- (f) Approval is at the discretion of the Section Manager.

**7.3 Requirement to enter into Long Service Leave Plan**

Employees who are granted approval to cash in excess Long Service Leave entitlements in accordance with this Agreement shall, where necessary, at the time of gaining such approval enter into a Long Service Leave Plan to reduce the remaining balance of entitlements to a level equal to the entitlement accumulated over the preceding five years.

**8. Signatories to Agreement**

For and on behalf of Clarence Valley Council

.....	.....
Scott Greensill	Witness

Date.....	Date.....
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For and on behalf of the New South Wales Local Government, Clerical, Administrative, Energy, Airline and Utilities Union, Australia

.....	.....
General Secretary	Witness

Date.....	Date.....
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For and on behalf of the Local Government Engineers' Association of NSW

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Director	Witness

Date.....	Date.....
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For and on behalf of the Development and Environmental Professionals' Association

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Secretary	Witness

Date.....	Date.....
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