

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA18/06

TITLE: Lake Macquarie City Council Enterprise Agreement 2018

CASE NO: 2018/256514

DATE APPROVED/COMMENCED: 21 August 2018 / 2 July 2018

TERM: 36 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 2 November 2018

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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 2017.

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



Lake Macquarie
City Council

**Lake Macquarie City Council
Enterprise Agreement
2018**

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PART A

1. ARRANGEMENT

Clause No.	Subject Matter
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48.	Area, Incidence and Duration
29.	Casual Employment
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34.	Job Share Employment
35.	Junior and Trainee Employment
32.	Labour Hire
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49.	Leave Reserved
33.	Multiple Employment
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6.	Objectives of the Agreement
23.	Overtime
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5.	Previous Awards and Agreements
11.	Rates of Pay
43.	Redesign, Redeployment and Redundancy
21.	Residence

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

PART B

Table 1: Rates of Pay

Table 2: Allowances

2. TITLE

This Agreement shall be referred to as the Lake Macquarie City Council Enterprise Agreement 2018.

3. STATEMENT OF INTENT

- i. This Agreement has been prepared collaboratively with all parties working together with a common vision to transform Lake Macquarie City Council into an organisation that puts customers at the centre of everything we do.
- ii. 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.
- iii. 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:
 - Improve skill levels and establish skill-related career paths
 - Eliminate impediments to multi-skilling and the adoption of technology
 - Broaden the range of tasks which a worker may be required to perform
 - Achieve greater flexibility in workplace practices
 - Eliminate discrimination
 - Establish rates of pay and conditions that are fair and equitable
 - Work reasonable hours
 - Ensure flexibility for work and family responsibilities
 - Ensure the delivery of cost competitive services valued by the community
 - Ensure the continuous improvement of work practices occurs across the organisation
- iv. 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. DURESS

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

5. PREVIOUS AWARDS AND AGREEMENTS

- i. This Agreement rescinds and replaces in its entirety the Lake Macquarie City Council Enterprise Agreement 2014, unless otherwise specified in the body of this Agreement.
- ii. This Agreement shall be read and interpreted wholly in conjunction with the *Local Government (State) Award 2017* and its successors. In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.
- iii. This Agreement does not rescind and replace:
 - (a) Flexible Working Hours (Flexi Time) Agreement
 - (b) Park Garbage Waste Services Agreement
- iv. Parties to this Agreement commit to reviewing all local Agreements in place throughout Council, with a view of updating, renewing or discontinuing the Agreement where practical and appropriate.
- v. The following local Agreements have not been finalised at the time of this Agreement, however the intent will be honoured until such time the local Agreement is ratified or discontinued by all parties:
 - (a) CiviLake Night Shift Agreement

- (b) Afternoon Shift Workshop Agreement
- (c) CiviLake Inclement Weather Leave Procedure
- (d) Waste Collection Agreement 2013
- (e) Toilet Cleaners Agreement
- (f) Needlestick Agreement

6. OBJECTIVES OF THE AGREEMENT

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

7. SECURITY OF EMPLOYMENT

- i. 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.
- ii. Where staff level requirements need to change, the preferred option will be the natural turnover of staff to satisfy the adjustments. The parties are committed to the provision of training and development opportunities for any staff affected by these changes.

8. ANTI-DISCRIMINATION

The Anti-Discrimination (Clause 3) provisions of the *Local Government (State) Award 2017* and its successors apply.

9. DEFINITIONS

- i.
 - (a) **Council** means Lake Macquarie City Council. Lake Macquarie City Council is a council as defined in the *Local Government Act 1993*. This definition shall be

read subject to the allocation of responsibilities as specified in the *Local Government Act 1993 (NSW)*.

- (b) **General Manager** shall mean a person appointed in accordance with section 334 of the *Local Government Act 1993* to discharge the duties and responsibilities of the office of General Manager as set out in section 335 of the *Local Government Act 1993* and such other duties that Council may delegate to the General Manager. When carrying out these duties, the General Manager is acting on behalf of Council.
- ii. **LGNSW** means the Local Government and Shires Association of New South Wales, which is also known as Local Government New South Wales.
- iii. **Union** means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers' Association of New South Wales (LGEA); the Development and Environmental Professionals' Association (depa).
- iv. **Ordinary Pay** means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received:
- Saturday, Sunday and shift penalties
 - Hours of work flexibility agreements allowances
 - Adverse Working Conditions Allowances
 - Climatic, west of the line allowances
 - Shift allowances
 - Tool allowances
 - On Call allowance
 - First Aid allowance
 - Warden allowance
 - Community Language and Signing Work allowances
 - Civil Liability allowance
- The following allowances shall be excluded from the composition of ordinary pay:
- Overtime payments
 - Camping allowance
 - Travelling allowances
 - Sewer Chokes allowance
 - Vehicle allowances
 - Meal allowances
 - Outdoor Travel allowance
- v. Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- vi. **Competency based training** refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- vii. **Rostered Day Off** means, a non-working day for full-time employees pursuant to an arrangement of ordinary hours under clause 18A, where the employee:
- (a) within two weeks, is granted four days off and one additional day off (the "rostered day off"); or
 - (b) within three weeks, is granted six days off and one additional day off (the "rostered day off"); or
 - (c) within four weeks, is granted eight days off and one additional day off (the "rostered day off").
- viii. **Seven day a week rotating roster system** means a work roster system in which the employee is regularly required to work:
- (a) ordinary hours on each of the seven calendar days of the week; and

- (b) 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
- (c) on Public Holidays; and
- (d) at different agreed commencement times during the roster period (i.e. different shifts)

provided that where, prior to the commencement of this Award, an employee regularly worked according to a roster system that the employer 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.

- ix. **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.
- x. **Complying superannuation fund** has the same meaning as in the *Superannuation Industry (Supervision) Act 1993 (Cth)*.
- xi. **Employee Classification**
 - (a) Indoor employee: an employee paid in accordance with one of the Indoor Staff wage tables in Part B Table 1 of this Agreement.
 - (b) Outdoor employee: an employee paid in accordance with one of the Outdoor Staff wage tables in Part B Table 1 of this Agreement.

10. SKILL DESCRIPTORS

The Skill Descriptors (Clause 5) provisions of the *Local Government (State) Award 2017* and its successors apply.

11. RATES OF PAY

- i. The rates of pay are established for positions with the skill descriptors as defined in Clause 10, Skill Descriptors.
- ii. Council has a salary system to complement the skills-based structure and allow progression across a grade.
- iii. Rates of pay will be increased in accordance with the below table:

	First Pay Period 1-7-18	First Pay Period 1-7-19	First Pay Period 1-7-20*
Increases	2.6%	2.7%	2.75%*

* This increase will only apply if the negotiated *Local Government (State) Award* (or the relevant industrial instrument for local government in New South Wales) increase is less than 2.75%. If the *Local Government (State) Award 2020* (or the relevant industrial instrument for local government in New South Wales) increase is greater, then this will apply.

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

12. SALARY SYSTEM

The Salary System (Clause 7) provisions of the *Local Government (State) Award 2017* and its successors apply.

13. USE OF SKILLS

- i. 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.

- ii. 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.
- iii. Council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence, and training.
- iv. 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 job description and may, where appropriate, include skills possessed by the individual which are required by Council to be used as an adjunct to the employee's normal duties.
 - (b) Subject to subclause xiv. of Clause 18, Allowances, Additional Payments and Expenses, employees who are required by Council to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.
- v. Council will whenever 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.

14. PAYMENT FOR RELIEF DUTIES/WORK

The Payment for Relief Duties/Work (Clause 10) provisions of the *Local Government (State) Award 2017* and its successors apply.

The provisions of the Award should be read in conjunction with Council's Payment of Relief Duties/Work (Acting Duties) internal policy and procedure.

15. PAYMENT OF EMPLOYEES

- i. Employees shall be paid weekly (or any other period by agreement) on a fixed regular pay day.
- ii. Council shall fix a regular payday, between Monday and Friday inclusive. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- iii. Payment shall be by direct credit to the employee's nominated account.
- iv. Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- v. An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control, provided that this subclause shall not apply if:
 - (a) alternative duties are available that the employee can usefully perform, or
 - (b) the bushfire or other climatic circumstance occurred outside of the State of New State Wales, or
 - (c) 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.
- vi. Where an employee takes a period of sick leave and subsequently becomes entitled to the payment of workers compensation for the same period but at a lesser amount than the sick leave already paid, Council will advise the employee prior and shall be entitled to deduct from the employee's remuneration the difference between the sick leave payment and the workers' compensation payment.

16. SALARY SACRIFICE

The Salary Sacrifice (Clause 13) provisions of the *Local Government (State) Award 2017* and its successors apply.

17. SUPERANNUATION AND RELATED ARRANGEMENTS

i. Superannuation Fund Contributions

- (a) Subject to the provisions of the *Industrial Relations Act 1996 (NSW)*, Council shall make superannuation contributions to any complying Australian superannuation fund nominated by the employee.
 - i. 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)*.
- (b) Unless an alternate complying superannuation fund is nominated by the employee, the default fund shall be the Local Government Superannuation Scheme.
- (c) Employer superannuation contributions are based upon the employee's ordinary pay as defined in Clause 9 (iv) and at the rates provided in the table below:

	First Pay Period 1/7/2018	First Pay Period 1/7/2019	First Pay Period 1/7/2020
Total	12%	12%	12%

ii. Salary Sacrifice Arrangements specific to Superannuation

- (a) For the purposes of this sub-clause:
 - i. "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 Award 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)*.
 - ii. "Excess LSL" means the long service leave that an employee has accrued under the Award 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 Award, 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.

- iii. "LSL" means Long Service Leave.
- iv. "LSL Act" means the *Long Service Leave Act 1955 (NSW)*.
- v. "Ordinary Time Earnings" has the same meaning as in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- vi. "Superannuation Fund" means the Local Government Superannuation Scheme.
 - (a) Subject to this clause, eligible employees may, with the consent of Council, cash out some or all of their Excess LSL.
 - (b) Any Excess LSL cashed out in accordance with clause shall be paid to the employee at the employee's ordinary pay.
 - (c) 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.

- (d) Notwithstanding clause 13(vi) of the Award, any Salary Sacrifice Arrangement made under this clause shall not be treated as an approved benefit for superannuation purposes.

18. ALLOWANCES, ADDITIONAL PAYMENTS AND EXPENSES

- i. Payment of allowances, additional payments and expenses shall, where practicable, be agreed between Council and the employee prior to claiming.

- ii.

The following provisions of the *Local Government (State) Award 2017* and variations thereafter shall apply and be paid at the rate set out in Table 2 of Part B of this agreement:

- (a) Adverse Working Conditions Allowance Level 1 & 2 (Clause 15 i & ii)
- (b) Sewer Chokes (Clause 15 iii)
- (c) Septic Tanks (Clause 15 iv)
- (d) Sewerage Treatment Works (Clause 15 v)
- (e) Employee Providing Tools (Clause 15 vi)
- (f) Telephone (Clause 15 vii)
- (g) Expenses (Clause 15 viii)
- (h) Working with Children Check Reimbursement (Clause 15 ix c)
- (i) Camping Allowance (Clause 15 xi)
- (j) Community Language, and Signing Work (Clause 15 xii)
- (k) First Aid in the Workplace (Clause 15 xiii)
- (l) Meal Allowance (Clause 15 xiv)
- (m) Civil Liability – Engineering Professionals (Clause 15 xv)
- (n) Accreditation of employees as Chartered Professional Engineers (Clause 15 xvi)
- (o) Accreditation of Council employees by the Building Professionals Board (Clause 15 xvii)
- (p) Vehicle Allowances (Clause 16 A)

- iii. **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 driver's 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.

- iv. **Certificate Reimbursement**

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

v. 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 of Part B) 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 of Part B) 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 of Part B) per day ("07").
 - iii. Payment of the follow the job allowance shall replace payment of Clause 18 (v) (b) (i) and (ii) per day.

vi. 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,
 - iii. 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.
 - iv. Where an employee incurs a toll road on the route, a tag should be supplied or the toll cost reimbursed, by Council.
 - v. For outdoor staff, this allowance will be paid in addition to the provisions of 18 xi.
 - vi. 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 Clause 18 (ii) (p).
 - vii. 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.
 - viii. 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.

vii. 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 of Part B.
- (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.

19. DAMAGE TO PERSONAL ITEMS

- i. Where an employee is requested by Council to use a personal item for a work purposes, and that personal item is damaged in the course of the employee's duties, Council shall reimburse the employee a reasonable amount.
- ii. This clause also applies to clothing and personal items, i.e. prescription glasses, watches, etc. (other than protective clothing issued by Council which is covered by clause 40 of this Agreement) by fire, molten metal, tar or any corrosive substances, or through any other circumstance which is not attributable to the employee's negligence, the employee shall be compensated by Council to a reasonable amount.

20. MOTOR VEHICLE ARRANGEMENTS

The Motor Vehicle Arrangements (Clause 16 B – Leaseback vehicles. and C – Novated leases) provisions of the *Local Government (State) Award 2017* and its successors apply.

21. RESIDENCE

The Residence (Clause 17) provisions of the *Local Government (State) Award 2017* and its successors apply.

22. HOURS OF WORK

A. ORDINARY HOURS

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

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

- 35 hours within one week provided that at least two days off shall be granted; or
- 70 hours within two weeks provided that at least four days off shall be granted; or
- 105 hours within three weeks provided that at least six days off shall be granted; or

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- 140 hours within four weeks provided that at least eight days off shall be granted.
- iii. Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.
- iv. The ordinary hours for employees engaged in the following functions shall be between Monday and Friday:
 - (a)
 - Building Surveyors
 - Crematoriums and Cemeteries
 - Engineering (Professional and Trainees)
 - Finance
 - Health Surveyors
 - Road Construction and Maintenance
 - Sale Yards
 - Stores and Depots
 - Town Planning; and
 - Trade functions
 - (b) The ordinary hours for employees engaged in general administration shall be between Monday and Friday except where such administrative duties are associated with work in functions where a different spread of hours is applicable.
- v. An employee's commencement and/or finishing times may be altered by agreement or by Council with the provision of reasonable notice where there are genuine operational or safety reasons supporting the variation.
 - (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 four weeks prior to the proposed alteration, Council shall provide the employee with the reasons for the proposed alteration to commencement and/or finishing times in writing. At least two weeks prior to the proposed alteration, the employee shall provide reasons in writing if they do not agree with the proposed alteration, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute, Clause 38, Grievance and Disputes Procedures, shall apply.
 - (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.
- vi. The day of a rostered day off can be altered by mutual consent at any time and may be altered by the employer on two 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 23A Overtime shall apply.
- vii. An employee will not be required to work more than five (5) hours without receiving an unpaid meal break of at least 30 minutes. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. 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.
- viii. Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks and inclusive of time spent travelling from the employee's residence to the agreed job site and the time spent returning home to the employee's residence from the job site. Council may arrange overnight accommodation at Council's cost to avoid this scenario.

B. SATURDAY AND SUNDAY WORK

- i. Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay, and ordinary hours worked on a Sunday, shall attract a 50% penalty in addition to the ordinary hourly rate of pay.
- ii. The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the ordinary hourly rate of pay for work on a Saturday, and a 100% penalty in addition to the ordinary hourly rate of pay, for work on a Sunday:
 - Beach inspectors;
 - Cleaning;
 - Crematoriums and Cemeteries;
 - Garbage;
 - Mechanical Trades (Workshops);
 - Parks and Reserves;
 - Rangers and parking officers;
 - Road Construction and Maintenance;
 - Sale Yards;
 - Sanitary;
 - Sewerage;
 - Stores and Depots;
 - Sullage;
 - Trade functions;
 - Waste; and
 - Water
- iii. An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) Council will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant provisions;
 - (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this subclause, Council shall not be required to pay the penalty rate provided by subclauses i. and/or ii.

C. SHIFT WORK

- i. Except as otherwise provided, ordinary hours worked outside the span of hours for the position, Monday to Friday, shall in addition to the ordinary hourly rate of pay, attract a 20% shift penalty for the actual time worked outside the span of hours or the daily rate listed in Table 2, whichever is greater.
- ii. For the purpose of clarification, the span of hours for a position will be in accordance with the below table:

All staff except those in the below functions	6.00 am to 6.00 pm
Aerodromes	5.00am to 10.00pm
Caretakers	5.00am to 10.00pm
Childcare	6.00am to 7.00pm
Cleaners	5.00am to 9.00pm
Entertainment, Theatres and Hospitality	6.00am to 11.00pm
Libraries	8.00am to 9.00pm
Leisure Centres	5.00am to 11.00pm
Parking Station Attendants	6.00am to 10.00pm
Pools	5.00am to 11.00pm
Rangers and Parking Officers	5.00am to 10.00pm
Security/Watchpersons	5.00am to 10.00pm

- iii. Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- iv. With the exception of staff engaged in the function of street sweeping, employees in receipt of the higher adverse working conditions allowance provided under clause 18 i. of this Agreement shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by subclause i.
- v. An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in subclause ii. of this provision, in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed.
 - (b) Council will not unreasonably withhold agreement to such a request.
 - (c) Any such agreement shall not apply to new or vacant positions 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.
- vi. The CivilLake Night Shift Agreement and the Afternoon Shift Workshop Agreement are to apply in conjunction with this clause.

D. FACILITATIVE PROVISIONS

Council and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

E. ROSTER CYCLES

- i. Council currently operates two roster cycles:
- ii. **Scheduled roster**; employees' commencing and finishing times are scheduled,
 - i. If applicable, the employees rostered day off is scheduled, which occurs every two weeks.
 - ii. Where practical, one weeks' notice shall be given by the supervisor/manager of the need to work on a scheduled Roster Day Off (RDO). Before accruing an RDO, efforts shall be made to take the RDO on another day during that week or at a mutually convenient time.
- iii. **Flexi Time**; in conjunction with maintaining operational coverage, employees are able to adjust their commencing and finishing times in order to maintain flexibility in their working lives. This may include a day off in every two-week period.

23. OVERTIME

A. GENERAL

- i. Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours, and double time thereafter.
- ii. Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours, and double time thereafter, provided any overtime worked after 12 noon Saturday, shall be at double time.
- iii. Overtime worked on Sunday, shall be paid for at the rate of double time.
- iv. Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Accrued time in lieu of overtime shall not be forfeited and shall be paid at the appropriate overtime rate on termination, or at an other agreed time.

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

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

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

Remote response – this subclause shall not apply where an employee works for less than 4 hours remote response on any one day.

- vi. Where there is prior agreement between Council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked.
- vii. Where an employee is attending training, conferences or seminars, and to attend will require additional time for travel over and above what the employee would normally work, then it is a reasonable expectation that the employee will not claim overtime for such time. This includes where such training etc, occurs on weekends. Where any employee is directed to attend a meeting, training, or seminar as part of their normal work, any additional (over and above normal work day) time spent, including travel, may be claimed as per the provisions of Council's Enterprise Agreement, with time in lieu being the nominated preferred option.
- viii. Employees classified in the Executive Band 4 of this Agreement may be required, in addition to their ordinary hours, to attend meetings of Council and standing and/or special committee meetings. For the purpose of this subclause, an employee who is required to attend meetings of Council and standing and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.
- ix.
- (a) Subject to paragraph (b), Council may require an employee to work reasonable overtime at overtime rates.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
 - Any risk to the employee;
 - The employee's personal circumstances including any family and carer responsibilities;
 - The needs of the workplace;
 - The notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
 - Any other matter.
- x. Where an employee reports for a scheduled weekend overtime shift, and this shift is cancelled at the commencement of the shift, the employee will be entitled to two hours pay at overtime rates.

B. ON CALL

- i. For the purposes of this Agreement, an employee shall be deemed to be on-call if required by Council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work, and/or supervise the call-out of other employees.

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- ii. Employees who are required to be on-call are not required to remain at their usual place of residence, or other place appointed by Council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- iii. Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with Clause 22 - Hours of Work shall be paid an on call allowance at a rate set out in Table 2 of Part B of this Agreement for each such day the employee is required to be on call.
- iv. Employees required to be on call on days other than their ordinary working days shall be paid an on call allowance at a rate set out in Table 2 of Part B of this Agreement for each such day the employee is required to be on call.
- v. The on call allowances in subclauses iii. and iv. of this clause shall not total more than the rate set out in Table 2 of Part B of this Agreement for any one week.
- vi. Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work and the time the employee returns from work. On call employees are not subject to the minimum 'call back' payment provisions of Clause 23C.
- vii. For each public holiday an employee is required to be on-call, the employee shall be granted an additional half day time in lieu to be taken at an agreed time, or with prior agreement the Council may pay the employee an additional half day in lieu of leave.
- viii. Employees on call who are required to work on a public holiday shall be entitled to be paid overtime at the appropriate rate for the hours worked, in addition to ordinary pay for the public holiday. Such overtime rate shall be paid from the time the employee departs for work and the time the employee returns from work. On call employees who are required to work on a public holiday are not subject to the minimum 'call back' payment provisions of Clause 23C.

C. CALL BACK

- i. For the purposes of this Agreement, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- ii. Any employee who is called back to work as defined in subclause i., shall be paid for a minimum of four hours work at the appropriate overtime rate, or accrual of Time in Lieu (TIL) in accordance with Clause 23F, 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.
- iii. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the call back is continuous, subject to a reasonable meal break with the commencement of ordinary hours.
- iv. An employee who is called back to work and is required to work between 12 midnight on Friday and 12 midday on Saturday shall be entitled to be paid at the rate of double time or accrue TIL in accordance with Clause 23F, for the period worked.

D. REMOTE RESPONSE

The Remote Response (Clause 19 A (v) and E) provisions of the *Local Government (State) Award 2017* and its successors apply.

E. AFTER HOURS TELEPHONE CALLS

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

shall receive a minimum of 30 minutes overtime per 24-hour period.

- ii. If calls exceed 30 minutes in total duration within the 24-hour period, the employee will be paid the actual overtime required for the duration of the calls.

F. TIME IN LIEU

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

- i. In reference to clauses 23A i, ii, iii and 24A iv, time worked when the equivalent overtime rate would be time and a half or double time, will accrue TIL at time and a quarter or time and a half respectively. E.g. if an employee works two hours when the equivalent overtime rate would be time and a half, they will accrue two and a half hours TIL. Alternatively, if an employee works two hours when the equivalent overtime rate would be double time, they will accrue three hours TIL.
- ii. Employees shall be entitled to accrue time in lieu up to a maximum of 10 days. Once 5 days in time in lieu are accrued, an appropriate leave plan should be in place between the employee and the manager to use the accrued time.
 - (a) An alternative arrangement for specific work groups may be agreed between the work group and the Director and reported to the Consultative Committee.
- iii. The accrual of such time shall be by agreement.
- iv. The accrued time shall be taken at a time mutually convenient to the employee and the supervisor/manager and is not intended to be "banked" by employees.
- v. TIL accrued at an overtime rate is to be taken before 1 September each year, otherwise the accrued TIL leave balance will be converted to single time. Conversion of unused TIL accrued at overtime rates will occur annually on 1 September.
- vi. For those employees working under a Flexi Time Agreement, TIL cannot be claimed without approval within the spread of hours of the Flexi Time Agreement.
- vii. The accrual of time may be on an annual, seasonal, or individual job/project basis.
- viii. In extenuating circumstances, an employee's TIL may be paid out within any given 12 month period or the designated peak period by agreement with the Director.
- ix. Upon termination, TIL hours will be paid at the rate it was accrued. When paid out at termination, 10 hours at 1.5 times the employee's normal hourly rate will be paid.

24. HOLIDAYS

A. GENERAL

- i. The days on which holidays shall be observed are as follows: New Years' Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all locally proclaimed holidays within Council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- ii. In addition to the days provided for in subclause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- iii. Where any of the holidays prescribed by this Agreement fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- iv. Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this Agreement, the employee shall be paid at double time and a half

inclusive of payment for the day with a minimum payment of four hours worked.

- v. 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.
- vi. All employees classified in the Operational Band 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.
- vii. Where an employee is required to work ordinary hours on a holiday as prescribed by this Agreement, Council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- viii. If a rostered day off falls on a public holiday as prescribed in clause 24A(i), 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.
- ix. An employee who prior to the operative date of this award 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.
- x. The employer 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:
- xi.
 - (a) 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:
 - (b) (1) time in lieu for work on public holiday's; and
 - (c) (2) time in lieu of overtime under subclause 23A(vi)(a).
 - (d) 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. The employer shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.

B. UNION PICNIC DAY

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

C. NEWCASTLE SHOW

- i. If a public holiday is declared in Lake Macquarie for the purpose of Newcastle Show, the provisions of Clause 24 A shall apply.
- ii. If a local event day is declared in Lake Macquarie for the purpose of Newcastle Show, on an employee's scheduled work day, permanent and temporary employees shall be entitled to accrue one day's time-in-lieu, to be taken at a mutually convenient time. Subject to operational needs, this mutually convenient time may occur during the week of Newcastle Show, or at another time. In addition, employees to whom clause 24 A (vii) applies, and are required to work as normal on this local event day, shall be entitled to be paid double time and a half, or to be paid time and a half and accrue on day's time-in-lieu.
- iii. If neither a local event day nor a public holiday is declared in Lake Macquarie for the purpose of Newcastle Show, but Newcastle Show is held on an employee's scheduled work day, permanent and temporary employees (excludes casual) shall be entitled to accrue one day's time-in-lieu, to be taken at a mutually convenient time. Subject to operational needs, this mutually convenient time may occur during the week of Newcastle Show, or at another time. Employees to whom clause 24 A (vii) applies, and are required to work as normal during Newcastle Show, may elect to accrue one day's time-in-lieu or receive an additional day's pay.
- iv. If Newcastle Show is not held, employees are not entitled to benefits described in Parts i – iii of this clause or any other additional benefit.

25. LEAVE PROVISIONS

Leave Accrual

- i. To ensure consistent treatment of all employees in regard to the operation of the 14 day, three week roster system all leave taken shall be accrued at the employee's normal shift hours ie. 8.15 hours for those employees working a 38 hour week and 7.5 hours for those employees working a 35 hour week.
- ii. For those employees on a 9 day fortnight the accrual shall be 7.75 hours for employees working a 35 hour week or 8.45 hours for those employees working a 38 hour week.
- iii. For those employees on a flexi time agreement the accrual shall be 7 hours for a 35 hour week and 7.6 hours for a 38 hour week.

A. PERSONAL LEAVE

- i. Employees who are unable to attend for duty due to personal illness or injury, or to provide care and support for someone when they are ill or injured or for the purpose of enhancing their health and wellbeing (see Clause 25 Q) shall be entitled during each year of service to personal leave of 15 days (pro-rata for part time employees) at the ordinary rate of pay subject to:
 - (a) (Council being satisfied that the leave is such that it justifies the personal leave time off; and
 - (b) The incapacity does not arise from engaging in other employment.Personal leave shall accumulate so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- ii. The entitlement to use personal leave to provide care and support to an ill or injured person in accordance with this subclause is subject to:
 - (a) The employee being responsible for the care of the person concerned; and
 - (b) The person concerned being:
 - A spouse of the employee; or
 - A defacto spouse, who lives with the employee as the husband or wife on a bona fide domestic basis although not legally married to that person, or

- A child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - An immediate family member, where for the purposes of this paragraph 'immediate family' means traditional kinship where there is a relationship or obligation under the custom and traditions of the community or group to which the employee belongs.
 - A relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 1. 'Relative' means a person related by blood, marriage or affinity;
 2. 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. 'Household' means a family group living in the same domestic dwelling.
- iii. The employee is not required to provide proof of illness to claim personal leave. However, 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.
- iv. If proof of illness is required, the employer shall meet with the employee, where practicable, and advise why medical certificate(s) or statutory declaration(s) are being requested prior to implementing the need for the provision of proof of illness.
- v. Where proof of illness is required, the proof of illness must be given to the employer as soon as reasonably practicable, which may be at a time before or after the leave has started. Where the proof of illness is a medical certificate, the medical certificate must include a statement to the effect that in the registered health practitioner's opinion, the employee was, is, or will be unfit for work during the stated period because of a personal illness or injury; or alternatively the person for whom the employee is providing care and support is in need of such support because the person is ill or injured.
- vi. An employee shall, wherever practicable, give Council notice prior to the absence or the intention to take personal leave, the estimated length of absence and keep Council updated as to their likely return to work. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone at the first opportunity on the day of absence.

If the incapacity is in relation to providing care and support to an ill person, an employee needs to provide the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence.

Personal leave is 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.

- vii. In normal circumstances, an employee must not take personal leave under this subclause where another person has taken leave to care for the same person.
- viii. Council may require employees to attend a doctor nominated by Council at Council's cost.
- ix. In the event the employee has insufficient personal leave to cover the period of absence, Council has the discretion to grant access to other forms of leave. Other such forms of leave may include rostered days off, annual leave, time in lieu or leave without pay. Council shall exercise discretion to approve other forms of leave.
- x. Where the personal leave entitlement as prescribed has been exhausted, Council may grant such additional personal leave as, in its opinion, the circumstances may warrant.
- xi. Section 50 of the Workers Compensation Act 1987 dealing with the relationship between sick leave and workers' compensation applies.
- xii. Employees on pre-approved annual leave who become ill, injured, incapacitated or need to provide care and support to someone (as defined in subclause ii. (b)) who is ill or injured for a period of one week or greater, where the incapacity is supported by a medical certificate; may apply to have the annual leave for the period covered by the certificate restored and the period deducted from their personal leave entitlement.
- xiii. Accumulated personal leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated leave shall only be transferable if the period of cessation of service with Council and appointment to the service of another council does not exceed three months. The leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate agreement at the time of transfer.
- xiv. Where an employee had an entitlement under Agreements rescinded and replaced by this Agreement for the payment of unused leave arising out of the termination of employment due to ill-health or death, and where such entitlement existed as at 15 February 1993, subject to any entitlements having been subsequently paid out or taken as annual leave at the request of the employee in accordance with Clause 25E, the following provisions shall apply:
 - (a) In the event of the termination of service of an employee on account of ill health and Council is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued personal leave at full pay to which such employee would be entitled under this clause.
 - (b) When the service of an employee is terminated by death, Council shall pay to the employee's estate, the monetary equivalent of any untaken personal leave standing to the employee's credit at the time of death.
 - (c) Payment under this clause is limited to personal leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the *Workers Compensation Act 1987*.
 - (d) For the purposes of this subclause such entitlement to payment of untaken personal leave shall be paid in accordance with Clause 14 of Schedule 4 of the *Industrial Relations Act 1996*.

B. PERSONAL LEAVE SHARING SCHEME

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

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

In previous enterprise agreements (2000-2011) a sick leave bonus was available for indoor staff calculated as follows: -

- i. The bonus will be equal to 50% of the value of untaken sick leave accrued between 1 November 2000 and termination.
- ii. The value will be calculated using the pay rate applicable to the employee's classification at the termination date.
- iii. Payment shall not be made to any employee who is summarily dismissed or terminated on disciplinary grounds.
- iv. Sick leave accrued from 1 November 2000 will be the first leave utilised. When such leave has been exhausted then leave accrued prior to the introduction of this condition shall be utilised.
- v. Sick leave accrued between the 15 February 1993 and 1 November 2000 will not be paid on termination but will be eligible to be used by the employee when leave accrued for this bonus has been exhausted.
- vi. Sick leave transferred from other Local Government authorities will not be calculated or paid as part of this bonus. Only leave accrued whilst an employee of Lake Macquarie City Council shall be paid. Leave transferred shall be utilised once that leave accrued at Lake Macquarie City Council is exhausted.
- vii. This scheme is preserved for current employees with options to exit the scheme prior to termination in accordance with subclause E – Sick Leave Bonus Flexibility prior to termination.
- viii. This scheme is not available to employees commencing on or after the signing of this Agreement.

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

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

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

Sick Leave accrued at Lake Macquarie City Council prior to 15 February 1993 will be paid as per the provisions of the employees conditions of employment and the changes to the sick leave legislation at that time.

E. SICK LEAVE BONUS FLEXIBILITY - PRIOR TO TERMINATION

- i. Eligible employees who have entitlements in either the Pre -1993 or Post 2000 sick leave bonus scheme will be able to access this leave as cash or annual leave while still employed by Lake Macquarie City Council.
- ii. An employee may access this bonus entitlement as leave with an approved leave plan, ie be able to demonstrate that they intend to take the leave within an agreed period.
- iii. A Council policy will be developed to address the approval and options for employees to access the Pre-1993 or Post 2000 sick leave flexibility schemes.
- iv. Staff wishing to access the leave or cash-in option must maintain a minimum sick leave balance of six weeks.
- v. An employee who elects to have Sick Leave paid out will also receive a superannuation fund contribution as per Clause 17 of this agreement in addition to the balance.

- vi. Once an employee chooses to 'cash-in' or convert to leave any sick leave from either the pre-1993 or the post 2000 scheme they will no longer be eligible to participate in that particular sick leave bonus scheme.

F. ANNUAL LEAVE

Amount of Annual Leave

- i. 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.

Accrual of leave

- ii.
 - (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.

Taking paid annual leave

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

Requirement to take annual leave

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

Provided that:

1. Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.
2. In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, the employer shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
3. In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with the employer may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
4. In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.

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

- vi. 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.

Payment for annual leave

- vii. Unless otherwise provided, if an employee takes a period of paid annual leave, the employer 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.
- viii. Annual leave is to be taken at a minimum period of one half day.

Resignation or termination of employment

- ix. 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.

Varying rates of pay

- x. Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

Cashing in Annual Leave

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

G. ANNUAL LEAVE LOADING – OUTDOOR EMPLOYEES

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

H. PURCHASED ADDITIONAL ANNUAL LEAVE

- i. An employee and Council may negotiate an additional annual leave arrangement where leave can be purchased in advance of requiring the leave to be taken.
- ii. Purchased leave is a separate arrangement whereby the employee will receive their normal four weeks annual leave and purchase up to an additional two weeks leave with pay.

- iii. Employees may purchase up to two weeks purchased leave, with a minimum period of one week, by taking a reduced salary over a 52 week period:

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

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

- iv. Any additional hours worked by the employee on a purchased leave arrangement shall be compensated in accordance with the overtime and time in lieu provision determined in this Agreement. Where additional hours are paid at penalty or overtime rate, the payment shall be calculated using the employee's ordinary hourly rate and not the annualised hourly rate.
- v. All purchased leave under this clause must be taken in full at the end of the 52 weeks period. During the period in which it is taken, an employee should exhaust their full purchased leave entitlement before accessing their annual leave entitlement.
- vi. An employee working under this arrangement may revert to standard employment conditions at the end of the 52 week reservation period, or in extraordinary circumstances as initiated by the employee and approved by Council.
- vii. Purchased leave arrangements are not available to casual or temporary employees.
- viii. On termination of employment or withdrawal from the purchase leave arrangement before the end of the purchased leave period, employees will either:
- (a) have the pro-rata amount of unused purchased leave reimbursed as a lump sum payment; or
 - (b) be required to repay any overdrawn purchased leave.
- ix. All agreements for additional annual leave must be in writing and signed by the Council and the employee.
- x. In considering an employee's request to purchase additional annual leave, the manager will take into consideration the following:
- (a) the effect on the workplace and Council of approving the request, including the financial impact of doing so and the impact on efficiency, productivity, customer service, teaching and learning;
 - (b) the capacity to organise work among existing staff;
 - (c) the capacity to recruit a replacement employee or the practicality or otherwise of the arrangements that may need to be put in place to accommodate the employee's request; and
 - (d) the requesting employee's leave balance.
- An employee with excess leave balances are not eligible to participate in the purchase of additional annual leave.
- xi. Employer Superannuation Contributions are based on the reduced annual rate of pay.
- xii. An employee who is on a period of employee funded leave will continue to accrue annual, long service and personal leave at 100% of the employee's accrual rate.
- xiii. Purchased leave is considered as service in all circumstances.
- xiv. In the event of promotion, secondment or transfer the application of the purchase leave arrangement will be subject to the circumstances in that particular workplace. The continued application of the arrangement is to be negotiated between the employee and the new manager.

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

I. CHRISTMAS CONCESSIONAL LEAVE – OUTDOOR EMPLOYEES

- i. Four concessional days leave with pay shall be granted to permanent outdoor employees and outdoor staff employed under temporary and term contracts with more than 12 months continuous service.
 - (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.
- ii. One of these days is in lieu of the previously recognised Bank Holiday.
- iii. Employees will qualify for the above concessional days provided:
 - (a) The employee has a full 12 months service; and
 - (b) The employee has not had a period of unpaid leave (including approved leave without pay and parental leave) during the year in excess of four weeks.
- iv. Concessional Leave is to be taken during the Christmas shutdown unless employees are required to work during this period, in which case, the leave will be taken at an alternative, mutually convenient time within 12 months of each concessional leave entitlement being made available to each employee. Employees and supervisors will ensure that concessional leave is used before any other type of leave after the conclusion each Christmas shutdown.
- v. An employee who is eligible for concessional leave and has worked through a Christmas shutdown and terminates their employment before taking the leave, will be paid such leave on termination.

J. CHRISTMAS CLOSURE – INDOOR EMPLOYEES

- i. 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.
 - (a) 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.
- ii. 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 dutiesthat 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.
- iii. Employees will be advised not less than three months in advance by the Executive, regarding the plans for annual Christmas Closure.

K. HALF DAY LEAVE – CHRISTMAS EVE

- i. 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. The purpose of this closure is for employees to celebrate together.
- ii. 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.
- iii. 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.

L. LONG SERVICE LEAVE

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

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

- (b) Where an employee has completed more than five years' service with Council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service, and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
 - (c) Where an employee has completed more than five (5) years of service with the employer, 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.
 - ii. Requests for Long Service Leave at half or double pay shall be subject to the provisions of Clause 21E (ii) of the *Local Government (State) Award 2017* and its successors, which state:
 - (a) An employee who is entitled to long service leave may, with the consent of Council, take long service leave:
 1. on full pay; or
 2. on half pay; or
 3. on double pay.
 - (b) 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:
 1. a period of leave on full pay – the number of days so taken; or
 2. a period of leave on half pay – half the number of days so taken; or
 3. a period of leave on double pay – twice the number of days so taken.

- (d) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
 - 1. a period of leave on full pay – the number of days so taken; or
 - 2. a period of leave on half pay – half the number of days so taken; or
 - 3. a period of leave on double pay – the number of days so taken.
- (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.

iii.

- (a) Long service leave shall be taken at a time mutually convenient to Council and the employee in minimum periods of one day provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due. 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.
- (b) 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.
- (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.

iv.

- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i). of this clause, all prior continuous service with any other council within New South Wales shall be deemed to be service with the council by which the employee is currently employed.
- (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one council to another provided the period between cessation of service with one council and appointment to the service of another council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one council and appointment to the service of another council.

v.

- (a) An employee who is entitled to long service leave, may, with the consent of the employer, 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 Award 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*.
- (b) Each cashing out of a particular amount of Excess Long Service Leave must be by separate agreement between the employer and the employee.

vi. 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.\

vii. 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.

- viii. 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.
- ix. A council which has received under subclause vi. of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing council(s) the amount paid.
- x. Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 24, Holidays, of this Agreement, occurring during the taking of any period of long service leave, 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.
- xi. 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.
- xii. 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.

M. PAID PARENTAL LEAVE

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

N. CONCURRENT PARENTAL LEAVE

The Concurrent Parental Leave (Clause 21 H) provisions of the *Local Government (State) Award 2017* and its successors apply.

O. ADOPTION LEAVE

The Adoption Leave (Clause 21 I) provisions of the *Local Government (State) Award 2017* and its successors apply.

P. OTHER PAID LEAVE

i. Jury Service Leave

The Jury Service Leave (Clause 21 K (i)) provisions of the *Local Government (State) Award 2017* and its successors apply.

Information regarding the payment process of this leave is explained in Council's *Enterprise Agreement 2018 - Clause 25 Leave Provisions - Interpretation & Application Guide*.

ii. Bereavement Leave

- (a) The Bereavement Leave (Clause 21 J) provisions of the *Local Government (State) Award 2017* and its successors apply.
- (b) For the purposes of this subclause, Council recognises that the Award 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.
- (c) In the case of extenuating circumstances, the Bereavement Leave (Clause 21, J) provisions of the *Local Government (State) Award 2017* and its successors may be extended and additional paid leave may be granted by the relevant Director. In the event that Bereavement Leave is required in respect to a significant person who is not included within the classifications specified in the *Local Government (State) Award 2017* and its successors, an employee may access a reasonable amount of Personal Leave in accordance with Clause 25A of this agreement.

iii. Union Training Leave

The Union Training Leave (Clause 21 K (ii)) provisions of the *Local Government (State) Award 2017* and its successors apply.

iv. Union Conference Leave

The Union Conference Leave (Clause 21 K (iii)) provisions of the *Local Government (State) Award 2017* and its successors apply.

v. Emergency Services Leave

- i. The Emergency Services Leave (Clause 21 C) and Special Leave (Clause 21 L (i) b –d and (ii)) provisions of the *Local Government (State) Award 2017* and its successors apply.
- ii. Council is committed to the provision of an efficient and effective State Emergency Service (SES) and Rural Fire Service (RFS), and Disaster Welfare Committee (DWC), and support their activities. Council will help achieve this objective by reimbursing lost wages/salary to Council employed volunteers who have responded to bona fide emergencies.
 - (a) When SES, RFS and DWC units are called out in emergencies during normal working hours, Council employed volunteers may be released to respond provided their work is "made safe" prior to their responding to the emergency.
 - (b) Where Council employees respond to emergencies, they shall be paid the same wages and allowances for time lost as they would if working for Council.
 - (c) Where a Council employed volunteer is required to be in attendance at an emergency for a period greater than four hours they shall be entitled to have 10 consecutive hours break before commencing normal Council duties. Where this break encroaches normal working hours, the employee shall be entitled to be paid for the time lost.
 - (d) Before any payment is granted under this clause it shall be verified in writing by the appropriate SES, RFS or DWC authority.

Q. DOMESTIC AND FAMILY VIOLENCE LEAVE

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 DFV 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.

This provision is covered in Council's Leave Policy and Procedure. Any variations to the Domestic and Family Violence Leave policy provision will be by agreement of all parties and will not be unreasonably withheld.

R. LEAVE WITHOUT PAY

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

S. CAREER BREAK LEAVE

- i. 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:
 4. Completing study or extending of skills that may be used with Council;
 5. Family responsibilities, e.g. dependant care, elder care;
 6. Significant social or community responsibilities, e.g. volunteer work for a community organisation; and
 7. Work experience in an organisation that is not a direct competitor of Council.
 - (b) An employee will be eligible for a career break when:
 1. They have completed two years' of continuous service prior to commencing the career break; and
 2. All outstanding leave and accrued long service leave has been taken or is incorporated in the career break; and
 3. The employee has applied to their Manager, providing a summary of the benefits to be gained from the career break, by both Council, and the employee; and
 4. The leave has been approved by the 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 42 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.
- ii. Career Break – Conditions of unpaid
 - (a) An unpaid career break is not considered a break in continuity of service. However, long service leave, annual leave, superannuation, personal leave and other leave entitlements do not accrue during the career break. Employees may make their own contributions to their superannuation fund during the period of the career break. Any coverage of the superannuation death and impairment benefits would be as per individual policy conditions.
- iii. Career Break - Purchased Extended Leave
 - (a) An employee and Council may negotiate a career break leave purchasing arrangement in conjunction with the approval process identified in Clause (i).
 - (b) Leave may be purchased in advance of a career break being taken whereby the employee will receive four weeks annual leave and up to an additional 52 weeks leave with pay.
 - (c) The purchase of Career break leave is subject to the following requirements and conditions:
 - 1. The career break leave arrangement can only be introduced at the employee's initiative;
 - 2. The employee must use all paid accrued Career Break leave entitlements during the period of the arrangement;
 - 3. The manner and periods in which the leave may be taken will be agreed on a case by case basis. An example arrangement could be as follows but not limited to:

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

- (d) Any additional hours worked by the employee on a career break arrangement shall be compensated in accordance with the overtime and time in lieu provisions determined in this Agreement. Where additional hours are paid at penalty or overtime rate, the payment shall be calculated using the employee's ordinary hourly rate and not the annualised hourly rate.
- (e) All leave reserved under this clause must be taken in full at the end of the career break.
- (f) Career break leave arrangements do not apply to casual or temporary employees.
- (g) Any leave untaken at the time of termination of employment will be paid at the annualised rate of pay.

T. SECONDMENT

- i. An employee may be offered an opportunity to work in another organisation on a secondment for a period of time.
- ii. All secondment requests must be made through the Department Manager to the Director.
- iii. Prior to a secondment being approved, Council will consider whether it can approve the secondment based on operational requirements, however, it will not unreasonably withhold agreement for a secondment opportunity.

- iv. Secondments, if approved, 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.
- v. A secondment is not considered a break in service. However, long service leave, annual leave, superannuation, personal leave and other leave entitlements do not accrue during the secondment. Employees may make their own contributions to their superannuation fund during the period of the secondment. Any coverage of the superannuation death and impairment benefits would be as per individual policy conditions.

U. HEALTH AND WELLBEING LEAVE

Lake Macquarie City 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 Macquarie City Council Wellbeing Framework. 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. Provision for reasonable leave of a health and wellbeing nature is provided under personal leave clauses 25A.

26. FLEXIBILITY FOR WORK AND FAMILY RESPONSIBILITIES

The Flexibility for Work and Family Responsibilities (Clause 22) provisions of the *Local Government (State) Award 2017* and its successors apply.

27. PHASED RETIREMENT

The phased retirement (Clause 23) provisions of the *Local Government (State) Award 2017* and its successors apply.

28. PART-TIME EMPLOYMENT

The Part-Time Employment (Clause 25) provisions of the *Local Government (State) Award 2017* and its successors apply.

29. CASUAL EMPLOYMENT

The Casual Employment (Clause 26) provisions of the *Local Government (State) Award 2017* and its successors apply.

30. TEMPORARY EMPLOYMENT

- i. 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.
- ii. A temporary employee may be engaged on the basis of a regular number of hours up to and including the full-time ordinary hours in accordance with clause 22, Hours of Work, of this Agreement.
- iii. Unless specified, temporary employees shall receive all the conditions prescribed in this Agreement.
- iv. A temporary employee will be advised in writing the period of employment and the rate of pay for the position prior to employment commencing.
- v. Where a temporary employee becomes permanent (without breaking their service) the commencing date of their permanent employment with Council will be recognised as being from the commencement date of the temporary period of employment. This shall apply for the purposes of calculations of long service leave, annual leave, and personal leave entitlements.

31. TERM CONTRACTS

The Term Contracts (Clause 34) provisions of the *Local Government (State) Award 2017* and its successors apply.

32. LABOUR HIRE

The Labour Hire (Clause 28) provisions of the *Local Government (State) Award 2017* and its successors apply

33. MULTIPLE EMPLOYMENT

The Multiple Employment (Clause 29) provisions of the *Local Government (State) Award 2017* and its successors apply.

34. JOB SHARE EMPLOYMENT

The Job Share Employment (Clause 27) provisions of the *Local Government (State) Award 2017* and its successors apply.

35. JUNIOR AND TRAINEE EMPLOYMENT

The Junior and Trainee Employment (Clause 30) provisions of the *Local Government (State) Award 2017* and its successors apply.

36. TRAINING AND DEVELOPMENT

The Training and Development (Clause 31) provisions of the *Local Government (State) Award 2017* and its successors apply.

In addition, Council recognises the increasing importance of training and development amongst our workforce. Council therefore continually improves the support it provides to employees to develop their skills and careers. Council recognises that during the term of this Enterprise Agreement, it will be important to increase promotion of training and development frameworks and opportunities available to employees.

37. CONSULTATIVE COMMITTEES

The parties to this Agreement are committed to consultative and participative processes. Council will maintain a Consultative Committee consistent with the requirements of the *Local Government (State) Award* Clause 32.

38. APPOINTMENT AND PROMOTION

- i. When it is proposed to make an appointment or promotion to a new or vacant position within the organisation structure of Council, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position.
 - (a) This subclause shall not apply to circumstances in accordance with the provisions of Clause 348 of the *Local Government Act 1993*.
- ii. When the decision is being made to appoint a person to a position:
 - (a) Only a person who has applied for an appointment to the position may be selected; and
 - (b) From among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.
- iii. The merit of the persons eligible for appointment to a position is to be determined according to:
 - (a) The nature of the duties of the position; and
 - (b) The abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.

- iv. Where requested in writing, internal applicants shall be given the reasons in writing for not being appointed and are able to request a review of their individual education and training needs.
- v. Subclauses i., ii. and iii. of this clause do not apply to any appointment which is made by way of demotion or lateral transfer unless Council decides that those subclauses are to apply to the appointment.
- vi. If a position within the organisation structure of Council is vacant or the holder of such a position is sick or absent, Council may appoint a person to the position temporarily. A person appointed to a position temporarily shall not continue in that position for a period of more than 12 months.

39. RESOLUTION OF WORKPLACE ISSUES

- i. 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.

ii. 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.

iii. 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.

iv. Lack of Agreement at Manager Level

- (c) If agreement cannot be reached at manager level, then the matter will be referred in writing to the Director or General Manager, for determination.
- (d) 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.
- (e) After receiving the response from the Director or General Manager the employee must respond in writing, within 14 days to such response and indicate whether they intend to continue with the dispute/grievance to the Industrial Relations Commission.

v. 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.

vi. The Industrial Relations Commission

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

this agreement have been exhausted.

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

vii. 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:
 - Request the involvement of higher level management;
 - Seek assistance from a representative of the employee's Union; or
 - Seek assistance from LGNSW.
- viii. 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.

40. DISCIPLINARY PROCEDURES

The Disciplinary Procedures (Clause 36) provisions of the *Local Government (State) Award 2017* and its successors apply.

41. WORK HEALTH AND SAFETY

The Work Health and Safety (Clause 37) provisions of the *Local Government (State) Award 2017* and its successors apply.

42. TERMINATION OF EMPLOYMENT

The Termination of Employment (Clause 38) provisions of the *Local Government (State) Award 2017* and its successors apply.

43. WORKPLACE CHANGE

i. Council's Duty to Notify

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

ii. Council's Duty to Discuss Change

- (a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclauses i. (a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in subclause i. (a) and (b) of this clause.

- (c) For the purposes of the discussion, Council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s) in accordance with the provisions of Clause 34 Consultative Committees.

44. REDESIGN, REDEPLOYMENT AND REDUNDANCY

i. Job Redesign and/or Restructure

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

- (a) Sometimes technological change or a shift in business focus will require that individual positions in the organisation must change in some way. Sometimes this will mean that different skills or knowledge will be required by the job, and new or different tasks will have to be performed.
- (b) Ideally these changes should be made when the position or positions is/are vacant so that changes will not adversely affect an employee. However, on those occasions where an employee is operating in the position to be changed, the requirements of this clause shall apply.
- (c) In the case of a job redesign, the revised position description shall be referred to the Job Size Committee and a new job size determined.
- (d) The relevant Director, in conjunction with the Executive Management Team, shall determine whether the incumbent employee(s) are to be directly appointed to the redesigned or restructured position, or the position declared "vacant", in which case the position will be advertised and the incumbent employee(s) will need to apply for appointment to the position. In making their determination, the Executive Management Team will consider the following:
 - 1. If the 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 employees willingness and capacity to acquire the required skills.
 - 2. If the remuneration of the redesigned and/or restructured position is less than that of the employee's current position, then the employee may be assessed as to their suitability for the position and if they meet all the essential criteria then they may be placed directly into the new position, providing the incumbent subsequently agrees to being directly appointed. Where there is more than one employee affected by a job redesign and or restructure, who possess the essential criteria and expresses an interest in the revised position, then, a merit based selection shall be undertaken to determine the most suitable person for that position.
 - 3. If the remuneration of the redesigned and/or restructured position is more than that of the employees' current position, and providing the difference is not more than 10%, the employee may be assessed as to their suitability for the position. If they meet all the essential criteria then they may be placed directly into the redesigned and/or restructured position, providing the incumbent subsequently agrees to being directly appointed. Where there is more than one employee affected by a job redesign and or restructure, who possess the essential criteria and expresses an interest in the revised position, then, an internal merit based selection shall be undertaken.
 - 4. If the difference in pay is greater than 10%, or the incumbent does not meet all the essential criteria, then the position may be declared "vacant" and advertised in accordance with Council's Recruitment and Selection Internal Policy and Procedure.

5. Where an incumbent employee is not successful in being appointed to the redesigned and/or restructured position, then that employee becomes surplus to the organisation's needs, and the provisions of this clause (42 iv) will apply.

ii. Redeployment

The primary option for dealing with employees whose positions are surplus to organisational needs shall be redeployment. Other options that should be explored are 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 employee's substantive position, the provisions of subclauses iv. – Redundancy General and v. – Involuntary Redundancy shall apply.
 - (d) A redeployed employee will be entitled to the greater remuneration (as defined in Clause 9 Definitions subclause iv.) of either their prior substantive role or the redeployed role for a minimum of two years.
 - (e) At the discretion of the General Manager, and under extraordinary circumstances such as closeness to retirement and length of service, this period may be extended.
 - (f) Subclause ii. (d) of this clause shall not override any agreements regarding maintenance of pay in existence at the time of the signing of this Agreement.
- iii. 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 ii (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 Organisational Performance and

approved by the General Manager. At the discretion of the General Manager, the salary maintenance period may be extended for the term of the training.

iv. Redundancy – General

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

(a) Discussion before Termination

1. Where Council has made a definite decision that it no longer requires the job the employee has been doing done by anyone, pursuant to subclause 42 i. (a) and (b) of this clause and that decision may lead to the termination of employment, Council shall hold discussions with the employee directly affected and with the union to which they belong.
2. The discussion shall take place as soon as it is practicable after Council has made a definite decision which shall invoke the provision of paragraph 1. of this subclause and shall cover, *inter alia*, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
3. For the purposes of the discussion, Council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be affected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. This is such that Council shall not be required to disclose confidential information where the disclosure of such would adversely affect Council.

(b) Notice to Centrelink

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

(c) Notice of Termination

1. Five weeks' notice to terminate or pay in lieu thereof shall be given.
2. Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
 - 2.1. Three months' notice of termination; or
 - 2.2. Payment in lieu of the notice in subclause 2.1 above provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - 2.3. This subclause does not apply where an employee has been redeployed (in accordance with subclause iv.) to another position within Council for a period in excess of three months.
 - 2.4. Notice or payment of notice under this paragraph shall be deemed to be service with Council for the purposes of calculating leave entitlements under this Agreement.
3. Subject to the minimum period of notice outlined in this subclause, the date that termination shall become effective shall be determined based upon operational requirements, and if possible, the date preferred by the employee. The date that termination shall become effective shall be within three months of the employee receiving confirmation of termination, or such longer period at the discretion of the General Manager.
4. An employee who resigns during the period of termination notice is entitled to the same redundancy payments provided in this clause as if they had remained in Council's employment until the expiry of the notice period.

5. During a period of notice of termination given by Council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.

(d) Job Search Allowance

A redundant employee shall be entitled to the payment of a job search allowance of 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 appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with Council or until the employee secures alternative employment, whichever is the sooner.

(e) Statements of Service and Separation

1. Council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
2. Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Human Services – Centrelink, within five business days.

(f) Variations to Redundancy Benefits

1. Nothing in this Agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and Council bound by this Agreement.
2. Subject to an application by Council and further order of the Industrial Relations Commission of New South Wales, Council may pay a lesser amount (or no amount) of redundancy pay than that contained in this clause if Council obtains acceptable alternative employment for an employee.
3. Nothing in this clause shall restrict an employee with 10 years' service or more and Council from agreeing to further redundancy payments.
4. Employees undergoing termination by redundancy will receive, in addition to the relevant redundancy pay, any and all entitlements applicable to the employee in accordance with Agreement conditions.

(g) Recognition of Service

Employees that are terminated through redundancy shall be treated on an identical basis to any other employee retiring from Council's service and will be entitled to any presentation normally bestowed upon retirees in accordance with Council's Employee Recognition (Retirement and Length of Service) Internal Policy and Procedure.

v. Voluntary Redundancy

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

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

(a) Voluntary Redundancy Pay

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

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

vi. Involuntary Redundancy

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

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

(a) Involuntary Redundancy Pay

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

IF THE EMPLOYEE IS LESS THAN 45 YEARS OF AGE

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

IF THE EMPLOYEE IS 45 YEARS OF AGE AND OVER

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.

45. COMPETITIVE TENDERING

For the purposes of competitive tendering the Workplace Change and Redundancy (Clause 39 (i) Employer's Duty to Notify and 39 (ii) (d) Competitive tendering) provisions of the *Local Government (State) Award 2017* and its successors apply.

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

- (a) Council may hire in contract labour (skilled and unskilled) as needed on a daily basis provided that such labour is not replacing long term vacant permanent roles.
- (b) Contract labour that has been on-going for greater than 6 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 6 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.

ii. 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.

iii. Community Service Order Workers

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

47. UNION MEETINGS

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

48. AREA, INCIDENCE AND DURATION

- (a) This Agreement shall apply to all employees in Lake Macquarie City Council except those designated as Senior Staff under section 332 of *the Local Government Act 1993*.
 - (b) This Agreement shall operate from the date of registration by the Industrial Relations Commission of NSW and shall remain in force for a period of three years.
 - (c) This Agreement does not exclude the application of Clause 43 (ii) Area, Incidence and duration of the *Local Government (State) Award 2017* in relation to the definition of local government industry.
- i. **Review of the Agreement**
 - (a) The parties to this Agreement will review its operation at least annually for the duration of the agreement to ensure it is operating in a manner consistent with its objectives.
 - (b) This formal review shall not preclude the parties at any time from identifying and changing provisions, which are operating contrary to the intentions of the parties. Any amendments shall be entered into by mutual consent.
 - ii. **Renegotiation of the Agreement**
 - (a) The parties agree to commence negotiations on a new Agreement no later than nine months prior to the termination of this Agreement.
 - (b) During the nine months of deliberations the parties will meet in order to seek agreement/resolution of any issues.

49. LEAVE RESERVED


The Leave Reserved (Clause 42) provisions of the *Local Government (State) Award 2017* and its successors apply.

Salary System

The parties acknowledge Council's intent to review its salary system during the term of this Agreement.

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


.....
General Manager


.....
WITNESS JOANNA JAVALE

SIGNED on behalf of
UNITED SERVICES UNION


.....
NAME:

in the presence of


 16/8/18
.....
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, DIRECTOR LGGA
in the presence of


.....
WITNESS
IAN ROBERTSON

PART B**Table 1**

Lake Macquarie City Council Salary Administration System 1995		
	Indoor Staff 35 Hour	Outdoor Staff 38 Hour
Operational Band, Level 1		
T1 at 15 years of age	\$402.50	\$396.14
T2 at 16 years of age or School Certificate	\$502.23	\$493.92
T3 at 17 years of age	\$591.08	\$581.23
T4 at 18 years of age or over or HSC	\$690.91	\$679.31
T5	\$791.05	\$777.71
T6	\$854.25	\$839.47
T7	\$896.21	\$881.13
T8	\$939.51	\$923.50
T9	\$982.70	\$965.47
T10	\$1,027.33	\$1,009.28
<i>Note T stands for Trainee</i>		
MINIMUM ENTRY LEVELS		
	Indoor Staff 35 Hour	Outdoor Staff 38 Hour
Band and Level		
OL2	\$847.48	\$840.50
OL3	\$911.40	\$900.42
OL4	\$1,044.16	\$1,026.62
AT1	\$1,133.01	\$1,112.18
AT2	\$1,206.88	\$1,184.52
AT3	\$1,429.32	\$1,402.64
PS1	\$1,206.88	\$1,184.52
PS2	\$1,429.32	\$1,402.64
PS3	\$1,688.18	\$1,657.30
PS4	\$1,910.41	\$1,874.91
As from 02 July 2018		

Lake Macquarie City Council Salary Administration System 1995					
<i>Outdoor Staff</i>					
GRADE	BAND / LEVEL	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
1	Band 1, Level 2	\$840.50	\$861.43	\$882.87	\$904.83
2	Band 1, Level 2	\$858.56	\$879.90	\$901.85	\$924.32
3	Band 1, Level 2	\$877.95	\$899.80	\$922.17	\$945.15
4	Band 1, Level 3	\$900.42	\$922.89	\$945.87	\$969.47
5	Band 1, Level 3	\$929.15	\$952.23	\$975.93	\$1,000.25
6	Band 1, Level 3	\$960.44	\$984.34	\$1,008.87	\$1,034.00
7	Band 1, Level 3	\$992.14	\$1,016.87	\$1,042.21	\$1,068.17
8	Band 1, Level 4	\$1,026.62	\$1,052.16	\$1,078.33	\$1,105.21
9	Band 1, Level 4	\$1,068.89	\$1,095.46	\$1,122.75	\$1,150.66
10	Band 1, Level 4 / Band 2, Level 1	\$1,112.18	\$1,139.89	\$1,168.31	\$1,197.44
11	Band 2, Level 2 / Band 3, Level 1	\$1,184.52	\$1,213.96	\$1,244.23	\$1,275.22
12	Band 2, Level 2 / Band 3, Level 1	\$1,257.77	\$1,289.07	\$1,321.18	\$1,354.11
13	Band 2, Level 2 / Band 3, Level 1	\$1,330.41	\$1,363.55	\$1,397.51	\$1,432.30
14	Band 2, Level 3 / Band 3, Level 2	\$1,402.64	\$1,437.53	\$1,473.34	\$1,510.07
15	Band 2, Level 3 / Band 3, Level 2	\$1,475.59	\$1,512.32	\$1,549.98	\$1,588.56
16	Band 2, Level 3 / Band 3, Level 2	\$1,548.54	\$1,587.12	\$1,626.62	\$1,667.15
17	Band 3, Level 3	\$1,657.30	\$1,698.54	\$1,740.81	\$1,784.11
18	Band 3, Level 3	\$1,765.95	\$1,809.97	\$1,855.01	\$1,901.18
19	Band 3, Level 4	\$1,874.91	\$1,921.60	\$1,969.41	\$2,018.45
20	Band 3, Level 4	\$1,984.39	\$2,033.84	\$2,084.52	\$2,136.44
21	Band 3, Level 4	\$2,093.35	\$2,145.47	\$2,198.92	\$2,253.71
As from 2 July 2018					Wage per week

Lake Macquarie City Council Salary Administration System 1995					
Indoor Staff 35 Hour			<i>Includes benefit valuation of 1.875% in lieu of Bank Holiday, Licence Payment and Annual Leave Loading</i>		
GRADE	BAND / LEVEL	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
1	Band 1, Level 2	\$868.61	\$868.61	\$890.26	\$912.42
2	Band 1, Level 2	\$866.25	\$887.80	\$909.86	\$932.53
3	Band 1, Level 2	\$887.08	\$909.14	\$931.81	\$955.00
4	Band 1, Level 3	\$911.40	\$934.07	\$957.36	\$981.16
5	Band 1, Level 3	\$941.66	\$965.16	\$989.17	\$1,013.79
6	Band 1, Level 3	\$967.21	\$991.32	\$1,016.05	\$1,041.39
7	Band 1, Level 3	\$1,000.14	\$1,025.08	\$1,050.62	\$1,076.79
8	Band 1, Level 4	\$1,044.16	\$1,070.12	\$1,096.79	\$1,124.09
9	Band 1, Level 4	\$1,088.89	\$1,115.98	\$1,143.78	\$1,172.31
10	Band 1, Level 4 / Band 2, Level 1	\$1,133.01	\$1,161.23	\$1,190.16	\$1,219.81
11	Band 2, Level 2 / Band 3, Level 1	\$1,206.88	\$1,236.95	\$1,267.73	\$1,299.33
12	Band 2, Level 2 / Band 3, Level 1	\$1,281.47	\$1,313.38	\$1,346.11	\$1,379.66
13	Band 2, Level 2 / Band 3, Level 1	\$1,355.24	\$1,389.00	\$1,423.58	\$1,458.97
14	Band 2, Level 3 / Band 3, Level 2	\$1,429.32	\$1,464.92	\$1,501.45	\$1,538.79
15	Band 2, Level 3 / Band 3, Level 2	\$1,503.19	\$1,540.64	\$1,579.01	\$1,618.31
16	Band 2, Level 3 / Band 3, Level 2	\$1,577.37	\$1,616.67	\$1,656.89	\$1,698.13
17	Band 3, Level 3	\$1,688.18	\$1,730.25	\$1,773.34	\$1,817.46
18	Band 3, Level 3	\$1,798.89	\$1,843.72	\$1,889.58	\$1,936.68
19	Band 3, Level 4	\$1,910.41	\$1,958.02	\$2,006.75	\$2,056.72
20	Band 3, Level 4	\$2,021.43	\$2,071.80	\$2,123.41	\$2,176.25
21	Band 3, Level 4	\$2,132.64	\$2,185.79	\$2,240.17	\$2,295.98
As from 2 July 2018					Salary per week

Lake Macquarie City Council Salary Administration System 1995					
Indoor Staff 38 Hour			<i>Includes benefit valuation of 1.875% in lieu of Bank Holiday, Licence Payment and Annual Leave Loading</i>		
GRADE	BAND / LEVEL	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
1	Band 1, Level 2	\$849.94	\$857.07	\$892.72	\$914.99
2	Band 1, Level 2	\$868.92	\$890.57	\$912.73	\$935.51
3	Band 1, Level 2	\$889.75	\$911.91	\$934.58	\$957.87
4	Band 1, Level 3	\$914.37	\$937.15	\$960.44	\$984.34
5	Band 1, Level 3	\$944.64	\$968.13	\$992.24	\$1,016.97
6	Band 1, Level 3	\$976.96	\$1,001.27	\$1,026.21	\$1,051.75
7	Band 1, Level 3	\$1,009.99	\$1,035.13	\$1,060.88	\$1,087.25
8	Band 1, Level 4	\$1,045.19	\$1,071.25	\$1,097.92	\$1,125.21
9	Band 1, Level 4	\$1,088.89	\$1,115.98	\$1,143.78	\$1,172.31
10	Band 1, Level 4 / Band 2, Level 1	\$1,133.01	\$1,161.23	\$1,190.16	\$1,219.81
11	Band 2, Level 2 / Band 3, Level 1	\$1,206.88	\$1,236.95	\$1,267.73	\$1,299.33
12	Band 2, Level 2 / Band 3, Level 1	\$1,281.47	\$1,313.38	\$1,346.11	\$1,379.66
13	Band 2, Level 2 / Band 3, Level 1	\$1,355.24	\$1,389.00	\$1,423.58	\$1,458.97
14	Band 2, Level 3 / Band 3, Level 2	\$1,429.32	\$1,464.92	\$1,501.45	\$1,538.79
15	Band 2, Level 3 / Band 3, Level 2	\$1,503.19	\$1,540.64	\$1,579.01	\$1,618.31
16	Band 2, Level 3 / Band 3, Level 2	\$1,577.37	\$1,616.67	\$1,656.89	\$1,698.13
17	Band 3, Level 3	\$1,688.18	\$1,730.25	\$1,773.34	\$1,817.46
18	Band 3, Level 3	\$1,798.89	\$1,843.72	\$1,889.58	\$1,936.68
19	Band 3, Level 4	\$1,910.41	\$1,958.02	\$2,006.75	\$2,056.72
20	Band 3, Level 4	\$2,021.43	\$2,071.80	\$2,123.41	\$2,176.25
21	Band 3, Level 4	\$2,132.64	\$2,185.79	\$2,240.17	\$2,295.98
As from 2 July 2018					Salary per week

Note to Indoor Salary and Wages Tables

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

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

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

Table 2

ALLOWANCES				
Clause No.	Title	Applicable as from 02 July 2018	Applicable as from 01 July 2019	Applicable as from 06 July 2020*
18 ii (a)	Adverse Working Conditions - Level 1	\$0.42 ph or \$15.81 pw	\$0.43 ph or \$16.20 pw	\$0.44 ph or \$16.60 pw
	Adverse Working Conditions - Level 2	\$1.10 ph or \$42.00 pw	\$1.13 ph or \$43.10 pw	\$1.16 ph or \$44.30 pw
18 ii (b)	Sewer Chokes	\$9.04 per choke	\$9.28 per choke	\$9.54 per choke
18 ii (e)	Tool Allowance			
	Bricklayer	\$22.00 pw	\$22.00 pw	\$22.00 pw
	Carpenter & Plumber	\$30.80 pw	\$30.80 pw	\$30.80 pw
	Metal & Mechanical Trades	\$30.80 pw	\$30.80 pw	\$30.80 pw
	Painter & Signwriter	\$7.50 pw	\$7.50 pw	\$7.50 pw
	Plasterer	\$30.80 pw	\$30.80 pw	\$30.80 pw
18 ii (e)	Insurance Value	\$1,790.10 pa	\$1,790.10 pa	\$1,790.10 pa
18 ii (i)	Camping Allowance	\$63.00 pn	\$67.55 pn	\$69.40 pn
18 ii (j)	Community Language Allowance	\$22.50 pw	\$23.10 pw	\$23.70 pw
18 ii (k)	First Aid Allowance	\$15.20 pw	\$15.60 pw	\$16.00 pw
18 ii (l)	Meal Allowance	\$15.45	\$15.45	\$15.45
18 ii (m)	Civil Liability Allowance	3.5% on top of Salary Grade	3.5% on top of Salary Grade	3.5% on top of Salary Grade
18 ii (q)	Vehicle Allowances			
	Under 2.5 litres	\$0.68 per km	\$0.68 per km	\$0.68 per km
	2.5 litres and over	\$0.78 per km	\$0.78 per km	\$0.78 per km
	Minimum quarterly payment	\$2,145.00	\$2,145.00	\$2,145.00
18 v	Travelling Allowance within Council Boundaries - Outdoor Staff			
	(b) (i) 3 Km or less (04)	\$2.85 pd	\$2.93 pd	\$3.01 pd
	(b) (ii) Greater than 3 Km (05)	\$5.77 pd	\$5.92 pd	\$6.08 pd
	(c) (i) Follow the Job (06)	\$12.00 pd	\$12.33 pd	\$12.67 pd
	(c) (ii) Follow the Job > 34 kms (07)	\$5.00 pd	\$5.00 pd	\$5.00 pd
18 vi	Traveling Allowances outside Council Boundaries			
	Distance between boundary and job site, Up to 15 kms	\$12.00 pd	\$12.33 pd	\$12.67 pd
	Each additional 15 kms or part thereof	\$12.00 pd	\$12.33 pd	\$12.67 pd
18 vii	Evacuation Warden Allowance	\$15.20 pw	\$15.60 pw	\$16.00 pw
22 C	Shift Work			
	Cleaners	\$11.02 pd	\$11.32 pd	\$11.63 pd
	Library	\$20.66 pd	\$21.22 pd	\$21.81 pd
	General	\$18.23 pd	\$18.72 pd	\$19.24 pd
	Workshop	\$1.91 ph	\$1.96 ph	\$2.01 ph
23 B	On Call Allowance			
iii	on ordinary working days	\$19.92 pd	\$20.46 pd	\$21.03 pd
iv	on other days	\$38.99 pd	\$40.04 pd	\$41.14 pd
v	maximum per week	\$177.90 pw	\$182.70 pw	\$187.73 pw
44 iv (d)	Job Search Allowance	\$2,625.30	\$2,696.20	\$2,770.30

*The rates above (applicable from 4 July 2020) are based on a 2.75% increase which will only apply if the negotiated *Local Government (State) Award 2020* (or the relevant industrial instrument for Local Government in New South Wales) increase is less than 2.75%. If the Award or relevant industrial instrument increase is greater, then this will apply.