

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: 97/44

I.R.C. NO: 97/428

DATE APPROVED/COMMENCEMENT: 10 February 1997

TERM: 3 years

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 73

TITLE: Lake Macquarie City Council Enterprise Agreement 1995.

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees of Lake Macquarie City Council

PARTIES: Lake Macquarie City Council -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Local Government Engineers' Association of New South Wales, The Environmental Health and Building Surveyors' Association of New South Wales.

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Attachments

- 1 Lake Macquarie City Council Salary Administration System 1995
- 2 Allowances / Trainee Rates of Pay
- 3 Redeployment and Redundancy Procedures

1.3 Duress

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

1.4 Parties Bound

This Agreement shall apply to:-

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Enterprise Agreement
Industrial Relations

The Federated Municipal and Shire Council Employee's Union of Australia, New South Wales Division;

The Local Government Engineers Association of New South Wales;

The Environmental Health and Building Surveyors Association of New South Wales;

Lake Macquarie City Council;

All employees of Lake Macquarie City Council, whether members of the organisation of employees listed above, or not.

1.5 Previous Awards and Agreements

This Agreement shall be read in conjunction with the Local Government (State) Award 1995 and in the case of any inconsistency the terms of this Agreement shall prevail over the Award.

This agreement rescinds and replaces in their entirety:-

The Lake Macquarie City Council Consent Award;

The Lake Macquarie City Council Agreement 1995;

Industrial Agreement Number 8122;
Industrial Agreement Number 8248;
and unless specified in the body of this Agreement any other Agreement /Memorandum of Understanding/Exchange of correspondence or work practices/arrangements which applied prior to the introduction of this Agreement and which regulated terms and conditions of employment of employees covered by this Agreement with the exception of:-

The Agreement dated 1 October 1993 concerning introduction of Council's One Man Garbage Service; and
The Agreement reached on 11 February 1992 concerning amalgamation of the Night Garbage Service.

1.6 Objectives of the Agreement

The parties to this Agreement are committed to ensuring that Lake Macquarie City Council adopts the best possible approach to the management and operation of all facets of the organisation. This will be achieved through the development of a "Quality Workstyle" which ensures that the pursuit of continuous improvement and the acceptance of change becomes the normal way of life throughout Lake Macquarie City Council's operations.

The objectives of this Agreement are:-

The provision of the highest quality services, both to the community of Lake Macquarie and to our internal customers, at all times.

- * The attainment of strategies, objectives and action plans of the Lake Macquarie Management Plan.
- * The enhancement of the image and the profile of Lake Macquarie City Council and the City of Lake Macquarie.

The objectives of this agreement will be achieved through:-

- * The creation of a high performance, high trust organisation through a genuine partnership between management, staff, unions, councillors and the community.
- * The embracing of change and a commitment to continuous improvement by all within Council.
- * The development of a learning organisation based upon team-work, flexibility, competency in skills and opportunities for development.
- * The development of an organisation focussed on the customer, driven by achievement of results.

The reward for achieving these objectives will be:-

- * Improved quality of service, enhanced productivity and the development of new services.

1.7 Security Of Employment

In realising the objectives of this Agreement it is understood that improvements in productivity, efficiency and reliability will have a direct effect of enhancing the job security of all Council employees.

Council shall guarantee security of employment for all current permanent employees for the period of this Agreement.

Where staff level requirements need to change, normal turnover of staff will be used to satisfy the adjustments.

The parties recognise that the commitment to security of employment, in a work environment of continuous improvement, may result in jobs and functions within the organisation changing. Should change occur, management and staff affected shall work together to ensure that the skills required are gained to enable employees to accept new responsibilities.

The parties are committed to the provision of training and development opportunities to any staff affected by these changes. (See clause 15 Training and Development.)

1.8 Definitions

- “Award” means the Local Government (State) Award 1995.
- “Council” means Lake Macquarie City Council.
- “Association” means the Local Government Association of New South Wales.
- “Union” means either the Australian Services Union of New South Wales; the Local Government Engineers’ Association of New South Wales; the Environmental Health & Building Surveyors’ Association of New South Wales; or the Federated Municipal and Shire Council Employees’ Union of Australia, New South Wales Division.
- “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 allowances where they are regularly received:
- * disability allowances (refer to clause 3);
 - * tool allowances;
 - * on call allowance.

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

- * overtime payments;
- * travelling allowances;
- * sewer choke allowance;
- * car allowances;
- * meal allowances.

“Days “ - unless otherwise specified, any reference to ‘days’ shall mean calendar days.

“A salary system” determines how employees are paid. Council’s salary system complements the entry level rates of pay and skill descriptors in the Agreement by identifying salary points that are over and above the entry level rates of pay. Each salary point shall be defined so as to enable progression through the salary system based upon the acquisition and use of skills. A salary system shall provide for a method of salary review.

“Competency based training” Registered refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.

“Outdoor staff” means employees in levels 1,2,3 and 4 of the operational band and employees engaged in the gardening, building, metal, mechanical trade and ganger roles of the administrative/technical/trade band Excepting staff engaged in the following functions:-
Administration
Civic Centre, Recreation and Theatre
Community Services
Finance
Noxious Plant Inspection
Ordinance Control
Public Relations
Supervising in the administrative/technical/trade band
Technical Services
Works Supervisors/Co-ordinator

“Indoor staff” means employees not classified as outdoor staff.

“Seven day a week rotating roster” means a roster operating over seven days and which features days off which fall on different days each period.

“Agreement” means Lake Macquarie City Council Enterprise Agreement 1995 unless otherwise specified in the body of this agreement.

2. SALARY SYSTEM

2.1 Classification Structure - Skill Descriptors.

(a) Operational Band, Level 1

Authority and accountability: Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving: Judgement is limited and coordinated by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on-the-job training and Council based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management Skills: Not required.

Interpersonal skills: Limited to communications with other staff and possibly, with the public.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work / skills experience is desirable.

(b) Operational Band, Level 2

Authority and Accountability: Responsible for the completion of basic tasks with individual guidance or in a team.

Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management Skills: Not required.

Interpersonal skills: Frequent communication with other staff and/or the public common but normally at routine level.

Qualifications and experience: Incumbents may have attended short courses in specific work or be undertaking a technical college certificate as completion of structured training program in work-related area.

(c) Operational Band, Level 3

Authority and Accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options is present.

Specialist knowledge and skills: Application of skills, including machine operation skills, following training "on-the-job" or accredited external training over a number of months.

Management Skills: Some guidance/supervision may be required. May assist a co-ordinator/trainer with on-the-job training.

Interpersonal skills: Skills required for exchange of information on straightforward matters.

Qualifications and experience: Suitable experience or qualifications in a number of defined skill areas.

(d) Operational Band, Level 4

Authority and Accountability: Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving: Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills: The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management Skills: Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills: Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

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

(e) Administrative /Technical / Trades Band, Level 1

Authority and Accountability: Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving: Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills: Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management Skills: Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills: Communication skills to explain situations or advise others.

Qualifications and experience: Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

(f) Administrative / Technical / Trades Band, Level 2

Authority and Accountability: Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical/administrative skills.

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems..

Specialist knowledge and skills: Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management Skills: May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills: In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical/trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

(g) Administrative / Technical / Trades Band, Level 3

Authority and Accountability: May be responsible to provide a specialised/technical service and to complete work which has some elements of complexity. Make recommendations within Council and represent Council to the public or other organisations.

Judgement and problem solving: Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills: Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management Skills: May supervise groups of operational and/or other administrative/trades/technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills: Skills to communicate with subordinate staff and the public and/or negotiation/persuasive skills to resolve disputes with staff or the public.

Qualifications and experience: An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

(h) Professional / Specialist Band, Level 1

Authority and Accountability: Provides specialised/technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations.

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Precedent is available from sources within Council, and assistance is usually available from other professional/specialist staff in the work area.

Specialist knowledge and skills: Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management Skills: Positions at this entry level to the Professional/Specialist Band are not required to possess management skills.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience: Professional/Specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

(i) Professional Specialist Band, Level 2

Authority and Accountability: Provides a specialised/technical service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and/or determine progress.

Specialist knowledge and skills: Experience in the application of technical concepts and practices requiring additional training is required at this level.

Management Skills: May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills: Interpersonal skills in leading and motivating staff in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

(i) **Professional / Specialist Band, Level 3**

Enterprise Agreement Authority and Accountability: Provides a professional advisory role to people within or outside Council. Such advice may commit the Council and have significant impact upon external parties dealing with Council. The position may manage several major projects or sections within a department of Council.

Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills: The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management Skills: May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside Council and to liaise with external bodies.

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

(k) Professional / Specialist Band, Level 4

Authority and Accountability: Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to Council on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management.

At this level, the position may represent senior management or Council in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of Council or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management Skills: Positions may direct professional or other staff in planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Enterprise Registrar
Industrial Registrar

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience: Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

(l) Executive Band

Authority and Accountability: Accountable for the direction and control of Council or a department or the like. Influence and commit Council or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills: The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to Council.

Management Skills: Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of Council or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to Council's clients.

Interpersonal skills: Positions use persuasive skills with external parties on major items of critical importance to Council. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of Council.

Qualifications and experience: Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

2.2 Rates of Pay.

Employees shall be paid consistent with the principles of the Lake Macquarie City Council Salary Administration System 1995 and the salary levels which are included in that system. A copy of the Salary System is attached to this agreement and forms part of the Agreement. The salary steps shall be adjusted in line with the procedures set out in the Agreement.

2.3 Safety Net Adjustments.

- (a) The rates of pay and the salary steps are detailed in the Lake Macquarie City Council Salary Administration System 1995. These rates, as adjusted through the period of this Agreement, include the second safety net adjustment of \$8.00 per week and the third safety net adjustment of \$8.00 per week for adult employees in accordance with the State Wage Case decision of the Industrial Relations Commission of New South Wales of December 1994.
- (b) Any increases in rates of pay negotiated at an industry level at the conclusion of the Local Government (State) Award 1995, in November 1996, are not included in this Agreement. The rates of pay and salary steps detailed in the Salary Administration System shall be varied by the same amount or percentage as variations to the rates of pay prescribed by the Award, achieved through those negotiations.

2.4 Payment of Employees

- (a) Council shall pay either by the week or the fortnight. Any other period shall be by agreement between Council and the Employees affected.
- (b) Council shall pay by direct credit to the employee's nominated account. Council will pay an amount of \$30.00 to each person in its employ in the pay prior to Christmas each year to cover the charges made by financial institutions.

- (c) The regular pay day for the payment of all employees shall be Thursday. This pay day may be altered by agreement between the parties.
- (d) Employees shall not suffer any reduction in their ordinary rate of pay where they are prevented from attending work due to bush fire, natural disaster or other climatic circumstances beyond their control.
- (e) Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.

3. DISABILITY ALLOWANCES

- 3.1 A disability allowance in addition to the weekly rate of pay shall be payable to outdoor staff to compensate for the special disabilities associated with the nature of duties performed by those employees.

Registered Enterprise Industrial Registrar
This allowance shall be paid at the rate set out in Table 1 of Attachment #2 of this agreement, and shall be paid for all purposes of the agreement but shall not attract any penalty.

- 3.2 All employees classified in the operational band of this agreement employed in garbage, sanitary and sullage collection work, other than the supervisor, shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in Table 1 of Attachment #2 of this Agreement. This allowance shall be paid for all purposes of the agreement but shall not attract any penalty.

The disability allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

- 3.3 Sewer Chokes - employees clearing sewer chokages shall be paid at the rate set out in Table 1 of Attachment #2 of this Agreement whilst so engaged.

4. EXPENSES AND ALLOWANCES

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

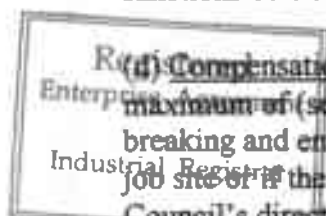
(b) Sewerage Treatment Works - Employees required during their ordinary hours of work to enter digestion tanks at sewerage treatment works for the purpose of cleaning tanks shall be paid at the rate of double ordinary rates for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

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

	PER WEEK \$
Metals and Mechanical Trades	(See Table 1 of Attachment #2)
Painter and Signwriter	(See Table 1 of Attachment #2)
Plasterer	(See Table 1 of Attachment #2)
Bricklayer	(See Table 1 of Attachment #2)
Carpenter and Plumber	(See Table 1 of Attachment #2)

(b) Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.

(c) Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for the special uses or purposes outside of the ordinary trade functions of the employee classification.



(d) Compensation of Tools - The Council shall reimburse the employee to a maximum of (see Table 1 of Attachment #2) per annum for loss of tools by breaking and entering whilst securely stored at the employer's premises or on the job site or if the tools are lost or stolen while being transported by the employee at Council's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness.

Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

(e) Provided for the purpose of this clause:-

- (1) Only tools used by the employee in the course of their employment shall be covered by this clause;
- (2) The employee shall, if requested to do so, furnish Council with a list of tools so used;
- (3) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- (4) The employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

4.3 Telephone - Where an employee and Council agree that a telephone installed at the employee's residence can be used as a means of communication to such employee the Council shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on Council's behalf.

4.4 Expenses - All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the Council and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between Council and the employee. Travelling arrangements shall be agreed between Council and the employee.

4.5 Car Allowances

(a) Where by agreement an employee supplies a car the allowance to be made for the use and depreciation of such vehicle shall be:-

	Kilometres travelled each year on official business - cents per kilometre
Under 2.5 litres (nominal engine capacity)	see table 1 of attachment #2
2.5 litres (nominal engine capacity) and over	see table 1 of attachment #2

(b) (i) If the amount payable under this subclause for a car does not equal in any period of three months, a minimum allowance set out in Table 1 of Attachment #2, the amount of such deficiency shall be paid quarterly by the Council to the employee provided that a motor car is available continuously when the employee is on duty.

Provided that, for the purpose of such minimum quarterly allowance, any deficiency so paid shall be taken into account at the end of the year for the purpose of determining the rate per kilometre in respect of kilometres travelled during the year.

Provided also that Council shall be at liberty on twelve months' notice to the employee to terminate any arrangement for the supply of the employee of a motor vehicle. The employee shall be required to give twelve months' notice of an intention to terminate the arrangement.

(ii) Periods of sick leave in any service year in excess of three weeks and annual leave in excess of four weeks in any service year or annual leave in excess of eight weeks in any two consecutive service years and long service leave shall not be counted and the quarterly period referred to in sub-paragraph (1) above, shall be extended by such excess period of leave.

(iii) Where by agreement an employee provides their own car for use on official business on an intermittent, irregular or casual basis, the employee shall be paid in accordance with paragraph (a) of this subclause and shall not be entitled to payment of the minimum yearly allowance.

4.6 Travelling Allowances Indoor Staff

- (a) This clause shall apply to employees who are required to start and/or finish at a location away from the council depot, workshop or other agreed starting point.
- (b) For the purpose of this subclause, "normal starting point" shall mean:-
 - (i) the council workshop or depot;
 - (ii) a council office or building to which the employee is usually assigned;
 - (iii) any other agreed starting and/or finishing point.
- (c) Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to another starting point at any time by agreement.

- (d) An employee who is required to commence and/or finish work at a location away from the employees normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at the location away from the normal starting point shall be paid a travelling allowance as under:

Registered
Enterprise Agreement
Industrial Relations
Where the employee works at a distance from the employees residence greater than:

Where the employee works at a distance from the employees residence greater than:

3km but not more than 10 km	See Table 1 of Attachment #2
more than 10km but not more than 20km	See Table 1 of Attachment #2
more than 20km but not more than 33km	See Table 1 of Attachment #2
more than 33km but not more than 50km	See Table 1 of Attachment #2
Plus for each additional km in excess of 50kms	See Table 1 of Attachment #2

- (e) For the purpose of this subclause a residence shall not be reckoned as such unless it is situated within the council area. Where the employee resides outside the Council area the travelling allowance is payable from the council boundary.
- (f) For the purposes of this subclause distance shall mean the nearest trafficable route to work.
- (g) Where transport is provided by Council the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather. Explosives shall not be carried on vehicles which are used for the conveyance of employees.
- (h) This subclause does not apply where management and employees who travel agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Avoidance of Disputes/Grievance Procedures in clause 20 of this agreement shall be followed.
- (i) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.

- (j) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.

4.7 Travelling Allowance Outdoor Staff

- (a) Outdoor staff who work, or are required to commence and cease duty, at the Council's Works depot, or at any other starting point during normal working hours shall be paid a travelling expense allowance of (See Table 1 of Attachment 2) per day where the distance from the employee's permanent place of residence is less than three (3) kilometres.
- (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 during normal working hours shall be paid a travelling expense allowance of (See Table 1 of Attachment 2) per day where the distance from the employee's permanent place of residence is more than three (3) kilometres.

(c) Outdoor staff who are required to commence and or cease duty at a location away from Council's Works Depot at the normal commencing and finishing times shall be paid a travelling expense allowance of (See Table 1 of Attachment 2) per day. The payment of this allowance shall be contingent on the employee arranging their own means of travel.

The allowance prescribed in this paragraph shall also apply to those outdoor staff required to attend Council's Works Depot to have work allocated and then arrange their own means of travel to the job.

- (d) The above provisions do not apply to employees who have the use of a Council vehicle or item of plant to travel from their permanent place of residence to their place of work.

4.8 Shift Allowance

An employee whose normal spread of hours finishes after 6pm and at or before midnight shall receive a shift allowance of (see table 1 of attachment #2) for each shift so worked.

4.9 First Aid Allowance

An employee who is the holder of a First Aid Certificate and is required to perform first aid duties shall be paid an allowance as prescribed in table 1 of Attachment #2.

- 4.10 The allowances detailed in clauses 4 and 5 of this Agreement represent an exhaustive list of the allowances which shall, from the date of implementation of this Agreement, be paid. Other allowances which have previously been paid will be added to the rate of pay for those employees who have been regularly receiving such allowances.

5. HOURS OF WORK

5.1 Spread of Hours

- (a) The ordinary hours for all employees shall be worked between Monday and Friday inclusive and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.
- (b) All hours existing at the operative date of this Agreement that have been validly entered into shall be deemed to have satisfied subclauses 5.1(d) and (e).

- (c) Any agreement to alter the spread of hours as provided for in subclauses 5.1(d) and (e) must be genuine with no compulsion to agree.

- (d) Commencing and finishing times within the spread of ordinary hours in subclause 5.1(a) may be altered by agreement between management and employee(s) concerned and the terms of the agreement referred to the consultative committee for recommendation to Council. At any stage of discussions either the employee(s) or the Council may seek assistance from the appropriate union or association.

- (e) Commencing and finishing times outside the spread of ordinary hours in subclause 5.1(a) may be altered by agreement between management and employee(s) concerned and the terms of the agreement referred to the consultative committee for recommendation to Council. At any stage of discussions either the employee(s) or the Council may seek assistance from the appropriate union or association.

- (f) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five (5) hours of continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five (5) hours continuous work.

5.2 Arrangement of Hours.

Subject to subclause 5.1, Spread of Hours, the arrangement of hours shall be:-

- (a) (i) The ordinary hours of work for employees engaged in the following functions and other employees who worked 35 hours per week prior to the making of this Agreement, shall be 35 hours per week:
- Administration
 - Building Surveying
 - Engineering (Professional)
 - Executive Band except Directors

Finance
Health Surveying
Library
Public Relations
Technical Services
Town Planning
Fire Control Officers

- (ii) The ordinary hours of work may be arranged over any period of time providing that the average number of ordinary hours worked during that period does not exceed 35 hours per week.
- (b) The ordinary hours for all other employees shall be 38 hours per week. The ordinary hours of work may be arranged over any period of time providing that the average number of ordinary hours worked during that period does not exceed 38 hours per week.
- (c) A different arrangement of hours to that prescribed in subclauses 5.2 (a) and (b) may be agreed upon by management and the employee(s) concerned and the terms of the agreement referred to the consultative committee for recommendation to Council. At any stage of the discussions, either the employee(s) or Council may seek assistance from the appropriate union or association.
- (d) It is agreed by the parties that Council can continue to investigate and introduce open spread of hours (no penalty rates) arrangements under the following circumstances:

- (i) For occupied positions, by agreement with the employee/s concerned, the terms of such agreement to be advised to the Consultative Committee;
- (ii) For vacant positions, a report will be submitted to the Consultative Committee for consideration. The Consultative Committee will not consider the payment of penalty rates for any position but the need for the position to operate outside the spread of hours set out in clause 5.1(a). In the event that agreement can not be reached then the terms of clause 20 - Avoidance of Disputes/Grievance Procedures shall be followed and until resolved any proposed changes will not be implemented.

At any stage during the discussions either party may;

- * seek assistance from a representative of the employee's Union,
- * seek assistance from the Local Government Association, or
- * refer the matter to the Industrial Relations Commission.

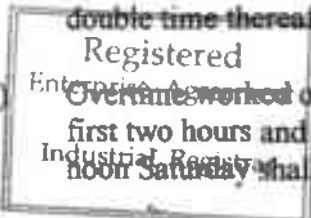
5.3 Accumulation of Rostered Days Off/Time in Lieu

- (a) Employees shall be entitled to accrue Rostered Days Off (RDOs) and time in lieu up to a maximum of seven (7) days.

- (b) The accrual of such time shall be by mutual agreement.
- (c) The accrued time shall be taken at a time mutually convenient to the employee and the supervisor/manager.
- (d) Where practical, one (1) weeks notice shall be given by the supervisor/manager of the need to work on a scheduled RDO. Before accruing an RDO efforts shall be made to take the RDO on another day during the roster period.
- (e) Agreement shall be reached between the employee and the supervisor/manager as to whether the additional day worked shall be accrued or paid at overtime rates. No penalty shall result from the employee deciding to receive payment for the additional time as overtime.

6. OVERTIME

6.1 General

- (a) 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.
- (b)  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.
- (c) Overtime worked on Sunday shall be paid for at the rate of double time.
- (d) Overtime shall be claimed within 30 Days of it being worked.
- (e) An employee (other than a casual) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that he or she has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without having had ten (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 ten (10) hour break without loss of pay.

This subclause shall not apply to employees on a call back in accordance with this Agreement unless such employees are required to work for four hours or more.

- (f) 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. This paragraph shall not apply to employees who are on call or are called back to work.
- (g) Employees classified in the Executive Band of this Agreement may be required to attend meetings of the Council and standing and/or special committee meetings. For the purpose of this subclause, an employee who is required to attend meetings of the Council and standing and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00pm.

6.2 On Call

- (a) For the purpose 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.

(b) Registered 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.

- (c) 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 5, Hours of Work shall be paid an on-call allowance at the rate set out in Table 1 of Attachment #2 of this Agreement for each day the employee is required to be on call.
- (d) 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 1 of Attachment #2 of this Agreement for each such day the employee is required to be on-call.
- (e) Provided that the on-call allowances in subclauses (c) and (d) of this clause shall not total more the rate set out in Table 1 of Attachment #2 of this Agreement for any one week.
- (f) 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.
- (g) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day to be taken at an agreed time.

6.3 Call Back

- (a) 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.
- (b) Any employee who is called back to work as defined in subclause (a) of this clause, shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

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.

6.4 Meal Allowances. Enterprise Agreement

(a) An employee who, having been so instructed, works overtime for two hours or more prior to the agreed commencing time shall be paid a meal allowance at a rate set out in Table 1 of Attachment #2 of this Agreement.

- (b) An employee who, having been so instructed, works overtime for two hours or more immediately after the agreed finishing time shall be paid a meal allowance at a rate set out in Table 1 of Attachment #2 of this Agreement.

Thereafter, a further meal allowance at a rate set out in Table 1 of Attachment #2 of this Agreement shall be paid after each subsequent four hours worked.

- (c) An employee who works on a day other than an ordinary working day shall be paid a meal allowance at a rate set out in Table 1 of Attachment #2 of this Agreement after each four hours overtime worked.

7. PUBLIC HOLIDAYS

7.1 The days on which public holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day, and all special days proclaimed as holidays to be observed throughout the State of NSW.

7.2 Union Picnic Day shall for the purposes of this Agreement, be regarded as a holiday for those employees who purchase a picnic ticket. The Picnic Day shall be on such day as is agreed between Council and the Unions.

Evidence of payroll deduction for the picnic shall be required by Council for payment for the day to be made. Those employees who do not purchase a picnic ticket shall claim a days leave from their entitlements of concessional leave, annual leave or time in lieu.

7.3 (a) 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.

(b) Except as otherwise provided, where an employee is required to work on a public holiday as prescribed by this Agreement, the employee shall be paid for the day and receive in addition time and one half for the hours worked with a minimum payment of four (4) hours.

(c) All employees classified in the Operational Band of this Agreement employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on a public holiday prescribed in this Agreement shall be paid for the day and receive in addition double time for the hours worked with a minimum payment of four (4) hours. This sub-clause shall also apply to workshop employees, specifically required to work in conjunction with the Garbage Section on a public holiday

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(d) Where an employee is required to work ordinary hours on a holiday as prescribed by this Agreement, the Council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.

(e) When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making additional such payment, grant a days leave for each such holiday which may be taken at such time as is mutually agreed to between Council and the employee.

7.4 (a) In addition to the holidays prescribed in subclause 7.1 of this clause, the Friday of Newcastle Show week shall also be observed as a Holiday. Council may provide services to the public on show day by seeking volunteers to work and allowing these employees a day in lieu to be taken at a mutually convenient time.

Should insufficient volunteers be available to adequately provide services to the public then Council may instruct an employee to work on this day, provided that Council shall take into account previous holidays worked by the employee and shall endeavour to equalise such work. Those employees instructed to work will be credited with a day in lieu to be taken at a mutually convenient time.

(b) Those employees working in garbage, sanitary and sullage shall have the option of accruing a day in lieu to be taken at a mutually convenient time, or payment for working on the day, and in addition double time for the hours worked with a minimum payment of four (4) hours. This sub-clause shall also apply to

workshop employees, specifically required to work in conjunction with the Garbage Section on a public holiday

(c) Those employees working in libraries, art galleries, at beaches and pools, in aged services and in children's services shall have the option of accruing a day in lieu to be taken at a mutually convenient time, or payment for working the day, and in addition time and one half for the hours worked with a minimum payment of four (4) hours.

8. LEAVE PROVISIONS

To ensure consistent treatment of all employees in regard to the operation of the Roster Day Off system all leave taken shall be debited against the relevant accrual 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.

8.1 Sick Leave.

(a) Employees who have completed 30 days service with Council and who are unable, due to sickness, to attend for work shall be entitled during each year of service to fifteen (15) days sick leave on the ordinary rate of pay, subject to the

following conditions:

(i) Council shall be satisfied that the sickness is such that it justifies the time off; and

(ii) That the illness or injury does not arise from engaging in other employment; and

(iii) That the proof of illness to justify payment shall be required after two (2) days absence, or after three (3) separate periods in each service year; and

(iv) When requested, proof of illness shall indicate the employee's inability to undertake their normal duties.

(v) Sick leave will only be paid after 30 days service, provided that an employee who has taken sick leave during that period will be reimbursed at the expiration of that period.

(b) Proof of illness shall be certification from a qualified medical/health practitioner, registered with the appropriate government authority.

(c) Council may require employees to attend a doctor nominated by Council at Council's cost.

(d) Sick leave shall accumulate from year to year so that the balance of the entitlement to sick leave not taken in any one year of service may be taken in subsequent year or years. This sub-clause shall not be read as reducing an employee's accumulation of untaken sick leave, at the time of making this Agreement, or affecting the right of an employee to take sick leave.

- (e) Where an employee has had ten (10) years service with Council and the sick leave entitlement as prescribed has been exhausted, Council may grant such additional leave as, in its opinion, the circumstances warrant. This additional leave shall be at the discretion of the relevant Divisional Director.
- (f) Accumulated sick leave shall be transferable, on change of employment, from Lake Macquarie City Council to another Council and from another Council to Lake Macquarie City Council, up to a maximum of thirteen (13) weeks. An employee shall only be entitled to transfer sick leave accumulated since the commencement of the last service year on a pro rata basis.
- (g) Where an employee had an entitlement, prior to the making of this Agreement, for the payment of unused sick leave arising out of the termination of employment due to ill health or death and where such entitlement existed as at 15 February 1993, the following provisions shall apply:

(i) 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 accrued sick leave at full pay to which such employee would be entitled under this clause.

- (ii) When the service of an employee is terminated by death, Council shall pay to the employee's estate the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
- (iii) Payment under this sub-clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment which is compensable under the Workers Compensation Act, 1987.
- (iv) For the purpose of this sub-clause such entitlement to payment of untaken sick leave shall be paid in accordance with Section 99A(5) of the Industrial Relations Act (NSW), 1991.

8.2 Family Leave.

- (a) An employee who is unable due to the sickness of a family member to attend for duty shall be entitled to up to five (5) days sick leave from their annual sick leave entitlement, in accordance with clause 8.1 of this agreement on the ordinary rate of pay during each year of service. This shall be for the purpose of providing care and support for the family member. Such entitlement shall be subject to the following conditions:
 - (i) The production of satisfactory evidence of illness;

- (ii) The employee being responsible for the care of the family member concerned; and
 - (iii) Council shall be satisfied that the sickness is such that it justifies the time off.
- (b) Family leave shall not accumulate beyond any one (1) year period.
- (c) For the purpose of this clause, family shall mean parents (including foster and step parents), legal guardian, sister (including half, foster and step sister), brother (including half, foster and step brother), spouse (including defacto partner and/or same sex partner), child (including step and foster child) and parents of spouse.
- (d) Family leave may at the discretion of the relevant Divisional Director be extended beyond the family members as stated in clause 8.2 (c).

8.3 Annual Leave.

- (a) Annual leave of absence consisting of four (4) weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each twelve (12) months service and, except as provided for in (b) shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the employee.

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- (i) Annual leave is to be taken at a minimum period of half (1/2) day.
- (b) Council may direct an employee to take annual leave by giving at least four (4) weeks prior notification in the following circumstances:

- (i) where the employee has accumulated in excess of eight (8) weeks annual leave; or
- (ii) periods of close down of up to four (4) weeks in consultation with the relevant union(s).

Provided that:-

(1) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, Council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.

(2) In the event meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with Council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay and such annual leave payment as is due at the time of termination.

(3) 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.

- (c) Council shall pay each employee before the commencement of the employee's annual leave. In order for this to occur annual leave applications must reach the Human Resources Department at least ten (10) working days before the period of leave is due to commence.
- (d) On resignation or termination of employment, Council shall pay to the employee any untaken annual leave entitlement. In addition, the employee shall be paid any annual leave accrued since the employee's last entitlement date on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed week of service. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service.

Provided that the employee shall not receive payment for more than four (4) weeks annual leave for any period of Twelve (12) months.

- (e) Where an employee receives a varying rate of pay for six (6) months in the aggregate in the preceding twelve (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 twelve (12) months immediately preceding the annual leave or the right to payment under this clause.

3.4 Annual Leave Loading.

- (a) Before an employee is given and takes annual leave, Council shall pay the employee a loading at the rate of 17.5 percent of the ordinary rate of pay for the period being taken, provided that such loading shall be restricted to payment of four (4) weeks annual leave per annum for each annual leave entitlement.
- (b) The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Agreement.
- (c) Loading is payable to an employee who takes annual leave wholly or partly in advance; provided that, if the employment of such employee ceases, the loading will be deducted from any monies owing on termination.
- (d) Except as provided below no loading is payable on the termination of an employee's employment.

When the employment of an employee is terminated by Council for any cause other than misconduct, or by the employee on account of illness, or retirement age as determined by the State Authorities Superannuation Act and/or regulations, and such employee has not taken the whole of the annual leave to which the employee became entitled to, the employee shall be paid a loading calculated in accordance with sub-clause (a) of this clause for the period not taken.

8.5 Concessional Leave

(a) (i) Three (3) concessional days leave with pay to be taken between Christmas and New Year, or other mutually agreed time, shall be granted to permanent employees with three (3) or less uncertificated/unapproved absences per year (1 November to 31 October). For the year 1 November 1994 to 31 October 1995 concessional leave shall be granted to permanent employees with four (4) or less uncertificated/unapproved absences.

(ii) Employees will qualify for the above concessional days provided;

- * the employee has a full twelve months service; and
- * the employee has three (3) or less uncertificated/unapproved absences during the year; and
- * the employee has not had a period of unpaid leave (including approved leave without pay and parental leave) during the year in excess of four (4) weeks;

(iii) Employees who take parental leave for a period which straddles two (2) years will be able to claim pro rata concessional leave up to a maximum of three (3) days for the years straddled, provided:

- * the employee has a full twelve months service; and
- * the employee has three or less uncertificated/unapproved absences during the year; and
- * the employee has not had any other period of unpaid leave during the year in excess of four (4) weeks;

(iv) An uncertificated/unapproved absence is an unauthorised absence of more than half of one day and can be related to any leave including sick leave and leave without pay. It should be noted that in order for an unpaid absence to be classified as authorised, permission must be granted in advance of the absence occurring.

(v) Concessional Leave is to be taken between Christmas and New Year, however, so that Council can continue to provide a service to ratepayers, those employees required to work during that period (and are eligible to receive concessional leave) will be granted the leave at a mutually agreed time.

(vii) Employees who are on approved leave eg. annual leave etc, over the Christmas / New Year period and who qualified shall take their concessional leave in conjunction with that leave.

(viii) An employee who is eligible for concessional leave and terminates their employment before taking the leave will be paid such leave on termination.

(b) Each permanent employee shall receive an additional concessional day to be taken between Christmas and New Year, or at another mutually agreed time. This additional day is in lieu of the previously recognised Bank Holiday and shall not be linked to uncertificated/unapproved absences.

8.6 Long Service Leave.

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

<u>LENGTH OF SERVICE</u>	<u>ENTITLEMENT</u>
After ten (10) years service	13 weeks
After fifteen (15) years service	19.5 weeks
Thereafter for each completed year of service	2.2 weeks

(ii) An employee who has completed at least five (5) years but less than ten (10) years service with Council shall receive the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in monthly periods. This payment shall be subject to the termination of employment by Council for any cause, other than serious misconduct, or by the employee on account of illness or incapacity or domestic or other pressing necessity or retirement in accordance with relevant legislation or death.

(iii) Where an employee has completed more than ten (10) 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.

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- (b) (i) Long service leave shall be taken at a time mutually convenient to the Council and employee in minimum periods of one (1) week. Council shall advise the parties to this Agreement of their intention to enforce the requirement that all long service leave accruing on or after 23 June 1988 shall be taken within five (5) years of it falling due

(ii) Payment to an employee proceeding on long service leave shall be made by Council at the employee's ordinary rate of pay at the time the employee enters upon the leave.

(iii) Long service leave may be taken on half pay for double the period, if mutually convenient to Council and the employee. The determination of the convenience, to Council, of such leave at half pay shall be at the discretion and authorisation of the employee's manager and Director. Agreement to leave at half pay shall not be unreasonably withheld with any disagreement referred to the General Manager for determination.

(iv) 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.

- (c) (i) For the purpose of calculating long service leave entitlement in accordance with subclause (a) of this clause all prior continuous service with any other Council(s) shall be deemed to be service with Lake Macquarie City Council.
- (ii) 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 (3) months and such period is covered by accrued annual leave 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 the appointment to the service of another Council.
- (d) For the purpose of this clause, service shall include the following periods:-
- (i) 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.
- (ii) 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.
- (iii) Service shall mean all service with a Council irrespective of the classification under which the employee was employed.
- (e) 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.
- (f) When the employee has transferred from another Council to Lake Macquarie City Council, the former Council shall pay to Lake Macquarie City 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 ten (10) 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 shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the Council's Long Service Leave Record.
- (g) Should Council receive, under subclause (f) of this clause, a monetary equivalent of long service leave entitlement to cover an employee's period of service with the previously employing Council/s and the employee subsequently

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leaves the service of Lake Macquarie City Council to seek employment outside Local Government before a long service leave entitlement has become due, Council shall refund to such previously employing Council/s the amount paid.

- (h) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 7 of this Agreement, occurring during the taking of any period of long service leave.
- (i) When the service of an employee is terminated by death the Council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's death.
- (j) Where an employee's services are terminated through shortage of work, material or finance or through illness certified by duly qualified medical practitioner and such employee is re-employed by the same Council within twelve (12) months of termination of service, prior service shall be counted for the purpose of this clause. This sub-clause does not apply to seasonal employment.

8.7 Jury Service

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by Council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify the Council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give Council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

8.8 Compassionate/Bereavement Leave

Where an employee is absent from duty because of a death in the family, and provides satisfactory evidence to Council of such, the employee shall be granted leave with pay upon application in accordance with the following schedule:-

2 Days

Parents (including foster and step parents), legal guardian, sister (including half, foster and step sister), brother (including half, foster and step brother), spouse (including defacto partner and/or same sex partner), child (including step and foster child) and parents of spouse.

1 Day

Grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

1/2 Day

Uncle, aunt, cousin, niece and nephew.

Compassionate/bereavement leave may at the discretion of the relevant Divisional Director be extended beyond family members as stated in this clause.

In the case of extenuating circumstances the relevant Divisional Director on application made by the employee may at his/her discretion allow additional leave with pay.

8.9 Christmas Leave

Council will grant one half day leave with pay to employees on duty on Christmas Eve or the last working day prior to Christmas. Those in essential services who are required to work the full day will be credited with one half day to be taken at a later mutually agreed time.

8.10 Trade Union Training

An employee who has been sponsored by the Union to attend a course of training conducted by or with the support of the Trade Union Training Authority, shall be entitled to paid leave of absence to attend such course; provided that Council shall be called upon to pay no more than ten (10) days leave per calendar year irrespective of the number of Council employees who attend the aforementioned courses.

8.11 Union Conference/Management Committee

An employee of Council who is an accredited delegate to the union's Annual Conference or Management Committee shall be entitled to paid leave of absence for the duration of the conference or management committee meeting; provided that Council shall be called upon to pay no more than a total of 15 days leave per year.

8.12 Leave Without Pay.

- (a) Periods of leave without pay, shall only be taken at a time mutually convenient to Council and the employee, and must be approved prior to the period of leave commencing.
- (b) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.
- (c) All applications for leave without pay shall be considered individually on their merits. Leave without pay shall only be considered and approved where no other appropriate leave entitlements are available.

All leave without pay shall be granted subject to the following conditions being agreed by the employee:-

(i) Leave without pay periods are not counted as service for the purpose of calculating annual leave, sick leave, long service leave, superannuation benefits and yearly salary increments. Such periods of leave without pay shall not however constitute a break in the employee's continuity of service.

(ii) At the commencement of leave without pay periods, all of the employee's accrued annual leave, long service leave, or other appropriate leave entitlements must have been exhausted.

(iii) Requests to supplement normal annual leave entitlements for the purpose of extended overseas travel etc. will only be considered in exceptional circumstances.

(iv) Leave without pay applications must be supported by the Supervisor and/or Manager involved, as well as be recommended by the appropriate Department Head. Once recommended by the Department Head, the Human Resources Manager may authorise leave without pay up to five (5) days duration. The General Manager may authorise leave without pay for periods in excess of five (5) days duration.

8.13 Emergency Services Leave

(a) Council is committed to the provision of an efficient and effective State Emergency Service (SES) and Bush Fire Brigade (BFB) and support their activities. Council can help achieve this objective by reimbursing lost wages/salary to Council employed volunteers who have responded to bonafide emergencies.

(b) When SES and BFB 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.

(c) 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.

(d) Where a Council employed volunteer is required to be in attendance at an emergency for a period greater than four (4) hours they shall be entitled to have ten (10) consecutive hours break before commencing normal Council duties. Where this break encroaches normal working hours, the employee shall be entitled to be paid for the time lost.

(e) Before any payment is granted under this clause it shall be verified in writing by the appropriate SES or BFB authority.

9. PART-TIME EMPLOYMENT

9.1 A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 5, Hours of Work of this Agreement.

9.2 Prior to commencing part-time work Council and the employee must agree:-

- * that the employee may work part-time; and
- * upon the hours to be worked by the employee, the days upon which they shall be worked and the commencing times for work; and
- * upon the nature of the work to be performed.

9.3 The agreement may also stipulate the period of part-time employment. A part-time employee may work more than their regular number of hours at their ordinary hourly rate of pay by agreement. In such cases overtime shall only be paid where the employee works outside the spread of hours in Clause 5, Hours of Work of this Agreement.

9.4 The terms of the agreement may be varied by consent.

9.5 The terms of the agreement or any variation to it must be in writing and retained by the employer. A copy of the agreement and any variation to it must be provided to the employee by the employer.

9.6 Part-time employees shall receive all conditions prescribed by the Agreement on a pro rata basis of the regular hours worked. An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

9.7 Where a public holiday falls on a day which a part-time employee would have regularly worked, the employee shall be paid for the hours normally worked on that day.

10. CASUAL EMPLOYMENT

10.1 A casual employee shall mean an employee engaged on a day to day basis.

10.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 5, Hours of Work.

10.3 Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 5, Hours of Work.

10.4 In addition to the amounts prescribed by subclause 10.2 of this clause, a twenty percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave prescribed by this Agreement.

10.5 A casual employee shall not replace an employee of Council on a permanent basis.

- 10.6 A casual employee shall be covered by the conditions prescribed in this Agreement with the exception of clauses 4.8 - Shift Allowance, 4.9 - First Aid Allowance and any other clause which applies to permanent employees only.

11. JOB SHARE EMPLOYMENT

- 11.1 A job share employee shall mean an employee who voluntarily shares in a full time, or part time, permanent establishment position with other job share employee(s).

A position which is job shared shall be classified as one position with more than one incumbent and shall not affect the number of establishment positions.

11.2 Conditions of Employment.

A job share employee shall receive pro rata pay and conditions based on the relevant classification/level of the position, and in proportion to the hours worked.

Job share employees shall not be entitled to a rostered day off.

An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual ordinary hours worked.

11.3 Hours of Work.

The ordinary hours of work of the position shall be in accordance with clause 5, Hours of Work, of this Agreement.

The distribution of working hours between each job share employee shall be determined, by agreement, between the incumbents and Council.

A job share employee may be required to work the total hours for the position to cover periods of approved leave of the other incumbents. Such time worked will be paid at ordinary rates of pay.

11.4 Variation in Hours.

The hours of work for each job share employee may be varied by agreement between the incumbent and the supervisor/manager. Increases up to a maximum of 35/38 hours per week, (as applicable), may be worked without attracting overtime payments. Additional time so worked may be paid at the ordinary rate of pay for the position, or accrued and taken as time-in-lieu.

11.5 Access to job sharing.

Requests for the introduction of job sharing arrangements may be made by employees, or by Council, and shall be referred to the Manager of the Department affected, the Human Resources Manager and the General Manager.

11.6 Continuity of Service.

Where a breakdown in an existing job share arrangement occurs because of the termination or resignation of one job share incumbent, the remaining incumbent

shall be given the option of extending the hours of work to the total hours for that position. Should the remaining incumbent decline the option, and the Director of the Division affected agrees to the continuation of the job share arrangement, an attempt will be made to fill the vacant job share position.

A change in the mode of employment to job sharing from full time or part-time employment, or, from job sharing to full time or part-time employment, shall not constitute a break in the continuity of service. All accrued benefits are transferable from one mode of employment to another, provided service is continuous.

12. TEMPORARY EMPLOYMENT

- 12.1 A temporary employee shall mean an employee who is engaged for a fixed term, usually between four (4) weeks and no longer than twelve (12) months.
- 12.2 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 5, Hours of Work, of this Agreement.
- 12.3 Unless specified, temporary employees shall receive all the conditions prescribed in this Agreement.
- 12.4 A temporary employee will be advised in writing the period of employment and the rate of pay for the position prior to employment commencing.

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13. JUNIOR, TRAINEE AND JOBSKILLS EMPLOYMENT

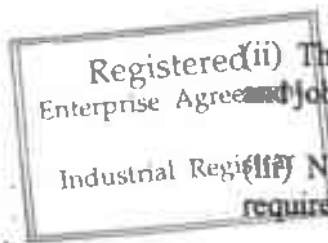
- 13.1 General
- (a) The rates of pay specified in Operational Band / Level 1 are actual not minimum rates and include qualification allowances.
- (b) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class 1A Drivers Licence.
- 13.2 Junior Employment
- (a) The rates of pay as provided in Operational Band / Level 1 are payable to juniors (15-18 years old).
- (b) A junior employee shall be appointed to Operational Band / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (c) Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

13.3 Trainee Employment.

- (a) The rate of pay as provided for in Operational Band / Level 1 are payable to employees undertaking entry level training.
- (b) An employee shall be appointed to Operational Band / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (c) Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- (d) Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.

13.4 Government Funded traineeships.

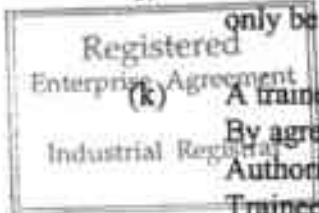
- (a) (i) The objective of subclause 13.4 of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.



- (ii) The system is neither designed nor intended for those who are already trained and job ready.
- (iii) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Agreement.
- (b) Except as in hereinafter provided, all other terms and conditions of this Agreement shall apply.
- (c) (i) This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority or NETTFORCE. The trainee and Council shall be bound by a training agreement made in accordance with this Agreement and shall not operate unless this condition is met.

(ii) A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority or NETTFORCE.
- (d) Council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- (e) Council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.

- (f) Training shall be directed at:
- (i) the achievement of key competencies required for successful participation in the workplace and/or
 - (ii) the achievement of competencies required for the successful participation in an industry.
- (g) Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiation have occurred.
- (h) Subclause 13.4 of this clause does not apply to apprentices.
- (i) Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply except in relation to ATS or CST trainees who commenced a traineeship with Council before Council was bound by the Local Government (State) Award 1995.
- (j) Trainees shall not displace existing employees from employment. Trainees shall only be engaged in addition to existing staff positions and employment levels.
- (k) A trainee shall be engaged on a full time basis for the period of twelve months. By agreement in writing, and with the consent of the relevant State Training Authority or NETTFORCE, Council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.
- (l) (i) Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority or NETTFORCE as appropriate.
- (ii) Where Council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant State Training Authority or NETTFORCE as appropriate, of its decision.
- (m) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with Council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- (n) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.



(o) Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with Council for the purposes of this Agreement or any other legislative entitlements.

(p) Wages

(i) The weekly amount of pay payable to trainees shall be as provided in Table 2 of Attachment #2, Traineeship Rates, of this Agreement.

(ii) The trainee wage rates contained in this Agreement are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

13.5 Jobskills

(a) A Jobskills trainee is an employee who is employed under the conditions of the Commonwealth Government Jobskills Program guidelines, as issued by the Commonwealth Department of Employment, Education and Training from time to time, and is engaged in a jobskills funded project.

(b) (i) A Jobskills trainee shall attend approved on-and-off-the-job training prescribed in the relevant training agreement, or as notified to the Jobskills trainee by Council

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(ii) Jobskills trainees shall receive over a period of 26 weeks a mix of supervised work experience, structured on-the-job training and the opportunity to develop and practice new skills in a work environment. Provided further that a Jobskills trainees supervisor shall have the appropriate skills in the particular area in which the trainee is employed.

(iii) Jobskills trainees may only be engaged by Council to undertake activities under the Jobskills program guidelines. Council shall ensure that the Jobskills trainee is permitted to attend the prescribed off-the-job training and is provided with the appropriate on-the-job training.

(iv) Jobskills trainees shall be supplied with sufficient equipment to enable them to carry out all duties within their job description and/or participant plan. Access to such equipment shall be sufficient enough to enable the trainees to satisfactorily complete their work experience and training requirements.

(c) Employment Conditions

(i) Jobskills trainees shall not displace existing employee from employment. Jobskills trainees shall only be engaged in addition to existing staff positions and employment levels.

(ii) Jobskills trainees shall be engaged for a period of 26 weeks excluding annual leave, as full time employees.

- (iii) Jobskills trainees are permitted to be absent from work without loss of continuity of employment to attend off-the-job training in accordance with the training plan.
 - (iv) All terms and conditions of this Agreement shall apply.
 - (v) Jobskills trainees shall have the opportunity to nominate a specific superannuation fund for the payment of employer contributions, provided that Council gives approval of such nomination.
- (d) The rate of pay for Jobskills trainees shall be as set out in Table 2 of Attachment #2 of this Agreement and in accordance with the Commonwealth Jobskills Program as varied from time to time.

14. USE OF SKILLS.

- 14.1 The parties are committed to improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.
- 14.2 Council may direct the employee to carry out such duties as are within the limits of the employee's skill, competence and training.

14.3 An employee required to relieve in a position which is at a higher Grade within the Salary Administration System, shall be paid at least the basic level for that Grade in accordance with the salary system, except where the higher level skills have been taken into account within the Salary of the relieving employee.

14.4 Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position.

15. TRAINING AND DEVELOPMENT.

- 15.1 To achieve the intentions of this agreement the parties recognise that Council must have a workforce consisting of highly skilled, adaptable, empowered and competent staff.
- 15.2 The parties accordingly are committed to the training and development of staff and will ensure that equality of access to training opportunities will be provided to all staff.
- 15.3 Training needs will be identified and prioritised giving consideration to a range of issues which will include:-
- * Council's Quality Lifestyle philosophy;

- * Council's Strategic, Management and Business Plans and the goals and objectives in those plans;
- * Occupational Health and Safety Issues;
- * Equal Employment Opportunity strategies;
- * Individual training needs identified through performance management systems;
- * Career path development for employees.

15.4 If there is disagreement between an employee and their supervisor, regarding the appropriateness, or need for a particular training or development activity, the matter shall be referred to Council's Training Officer for a recommendation.

15.5 As a means of ensuring staff have access to training and development opportunities, a more flexible approach will be taken in scheduling structured training programs. From time to time these will be conducted outside ordinary hours, for example, on a Saturday, and subject to individual employees agreeing to attend, they will be either paid at ordinary rates of pay or be granted time in lieu with hours calculated on the basis of ordinary hours.

15.6 Where an employee wishes to undertake training related to their employment at a tertiary institution and it is mutually agreed that this training may occur, Council will provide assistance to the employee in accordance with Council's Education Assistance Policy. It is acknowledged, however, that training and development is a joint responsibility and benefit and the parties will be flexible in course scheduling and attendance.

15.7 The parties acknowledge that training is aimed at creating a learning environment together with an improved quality of working life (Quality Workstyle) for employees of Council.

16. PERFORMANCE EVALUATION AND REWARD.

16.1 The objective of performance development is to enhance the performance of Council. All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance.

A key aim shall be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance.

A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.

- 16.2 This Agreement recognises that all employees should have on-going feedback about performance.

The performance development process can be simplified to three stages;

1. joint development on objectives and performance standards;
2. progress reviews; and
3. a formal performance review which is followed by decisions and outcomes.

17. QUALITY WORKSTYLE.

Quality Workstyle is a philosophy of continuous improvement to work processes and practices through the empowerment of self directed work teams based on Best Practice principles. The parties authorised a project team to investigate the philosophy in accordance with undertakings given under the Lake Macquarie City Council (Consent) Award 1993 and have adopted the recommendations of the

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The parties agree that in relation to Quality Workstyle that

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17.1 Quality Workstyle will be introduced as from the signing of this agreement.

- 17.2 Council will provide the necessary training for its employees and Councillors to participate in Quality Workstyle.
- 17.3 Council will ensure that staff are released in order to attend training.
- 17.4 All staff will participate in Quality Workstyle training during the first twelve (12) months of this agreement.
- 17.5 Council will pay a bonus, on the first anniversary of this agreement of \$250.00 each to its permanent employees and other employees required to undertake Quality Workstyle Training
- 17.6 The parties agree to negotiate productivity bonuses to occur at the end of years 1, 2 and 3 of this Agreement and subject to the productivity increases occurring, Council shall pay the productivity bonuses within the first quarter of the following year.
- Provided improvement in productivity is maintained in following years the bonuses will accumulate i.e. year 1 bonus will be paid in years 2 and 3 etc.
- 17.7 At the end of year three the accumulated bonuses will be incorporated into (added to) the salary/wage rates of pay.

- 17.8 Productivity will be measured in accordance with Quality Workstyle Indicators (QWI) developed by work teams and agreed to by the Quality Workstyle Co-ordinating Committee (QWCC) and will be approved by the QWCC.

The QWCC will consist of the following representatives:-

- * The Quality Workstyle Co-ordinator;
- * The General Manager;
- * An Executive Management Committee Representative;
- * A Facilitator Representative;
- * An Indoor Staff Union Representative;
- * An Outdoor Staff Union Representative; plus
- * A Councillor Representative for the purpose of approving Quality Workstyle Indicators.

- 17.9 The Quality Workstyle Co-ordinating Committee will be responsible for monitoring and measuring the quantum of any increases in productivity in accordance with the indicators developed. Any increases in productivity will be shared between Council and the staff on a 50/50 basis.

- 17.10 Employees will embrace the philosophy of Quality Workstyle and demonstrate advances in this regard.

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- 17.11 The productivity bonuses shall be paid on the following basis:-

- * Any full time permanent employee, employed for the full twelve months and up to the time of payment will receive the full bonus.

- * Pro rata payment on the basis of hours worked in the year will be made to:
 - Permanent part time and job share employees;
 - Temporary employees;
 - Casual employees;
 - Employees who commence employment during the period;
 - Employees who retire or whose employment is terminated by Council for any reason other than gross misconduct.

- * The calculation shall be done on the basis of service with Council and shall not be affected or discounted for any periods of leave taken during the year.

N.B. Any employee who leaves Council of their own volition during the period up to payment of the bonus shall not be entitled to payment of the bonus.

18. CONSULTATIVE COMMITTEE.

- 18.1 The parties to this Agreement are committed to securing the benefits of structural efficiency through the establishment of consultative and participative processes.

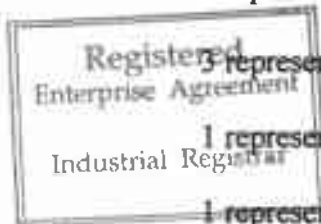
18.2 Council shall establish a Consultative Committee to provide a forum for consultation between Council and its employees to positively co-operate in the implementation of award restructuring and ensuring workplace reform to enhance the efficiency and productivity of the Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

18.3 (a) The size and composition of the Consultative Committee shall be agreed to by Council and the local representatives from the following Unions;

- * Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division
- * Environmental Health and Building Surveyors' Association of New South Wales
- * Australian Services Union of New South Wales
- * Local Government Engineers' Association of New South Wales

(b) The Lake Macquarie City Council Consultative Committee shall comprise of the following representation:-

3 representatives from	Federated Municipal and Shire Council Employees' Union (Wages Division)
5 representatives from	Federated Municipal and Shire Council Employees' Union (Salaried Division)
1 representative from	Environmental Health and Building Surveyors' Association of New South Wales
1 representative from	Local Government Engineers' Association of New South Wales
2 representatives from	Councillors
5 representatives from	Management consisting of the General Manager, three (3) Divisional Directors and the Human Resources Manager



18.4 All members of the Consultative Committee shall undergo appropriate training and education to ensure effective participation in the Consultative Committee.

18.5 The functions of the Consultative Committee shall include but not be limited to:-

- * award implementation
- * training
- * performance management systems
- * hours of work
- * job redesign
- * communication and education mechanisms
- * salary systems

18.6 Potential problems should be identified and resolved at the local level. Failing this, the matter should in the first instance be referred to the Industry Restructuring Committee, and if necessary, resolved in accordance with Clause 20 Avoidance of Disputes/Grievance Procedures set out in this Agreement.

19. APPOINTMENT AND PROMOTION.

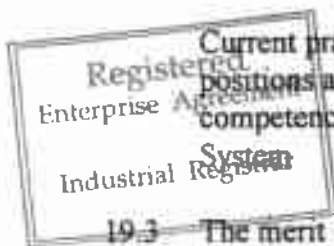
- 19.1 When it is proposed to make an appointment or promotion to a new or vacant position within the organisation structure of Council, the position shall be advertised in a manner sufficient to enable suitably qualified persons to apply for the position.

This subclause applies to the appointment of any employee where the term or terms of employment are for more than twelve (12) months in any period of two (2) years.

- 19.2 When the decision is being made to appoint a person to a position:

Only a person who has applied for an appointment to the position may be selected; and

from among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.



Current practices regarding appointment to labouring positions, truck driving positions and plant operator positions will continue until finalisation of the competency standards and selection criteria contained in the Salary Administration

- 19.3 The merit of the persons eligible for appointment to a position is to be determined according to:

the nature of the duties of the position; and

the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.

- 19.4 Where requested in writing, internal applicants shall be given the reasons in writing for not being appointed.

- 19.5 Subclauses 19.1, 19.2 and 19.3 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.

- 19.6 If a position within the organisation structure 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 twelve (12) months.

20. AVOIDANCE OF DISPUTES/GRIEVANCE PROCEDURES.

The parties to this agreement confirm their commitment to a need for ensuring reliability of performance in the interest of the ratepayers, Council and the employees of Council.

The aim of this procedure is to ensure that where there is a potential for dispute, agreed steps are followed to ensure prompt resolution by conciliation in good faith. These steps should start at the workplace and involve minimum formality.

20.1 Matters Likely to Become Industrial Disputes

The parties shall respectively notify each other as soon as possible of any industrial matter which in the opinion of that party might give rise to an industrial dispute. This shall include consultation prior to the introduction of a new method of work or new technology.

20.2 Disputes at Job Level

In the event of a dispute/grievance arising at job level, the employee(s) and the person in charge shall immediately confer at the job level and shall attempt to resolve the issue without delay.

20.3 Lack of Agreement at Job Level

If no agreement can be reached at job level, a delegate or employee representative shall discuss the matter in dispute with the relevant Manager or his/her representative.

20.4 Lack of Agreement at Manager Level.

If no agreement can be reached at Manager level then discussions shall take place between representatives of Council and the Union(s) concerned in order to resolve the issue.

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.
- * seek assistance from the Local Government Association.
- * refer the matter to the Industrial Relations Commission.

20.5 Continuity of Work

Pending completion of the above procedure, work shall continue as normal without interruption. No party shall engage in provocative action and pending resolution of the dispute the status quo shall apply.

21. DISCIPLINARY PROCEDURES.

21.1 Step 1

Where an employee's work performance or conduct is considered to be unsatisfactory, the employee shall be informed in the first instance of the nature of

the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer or nominee of Council.

Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

21.2 Step 2

Where there is a re-occurrence of the unsatisfactory performance or conduct, the employee shall be warned formally in writing by his/her immediate supervisor or other appropriate officer or nominee of Council and counselled.

Counselling shall reinforce the standard of work or conduct expected and, where the employee is failing to meet those required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.



If the employee's unsatisfactory performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.

21.4 Step 4

If the employee's performance or conduct does not improve after the final warning further disciplinary action shall be taken.

21.5 Either Council or the employee may request the presence of a Union representative at any stage in the above procedure

21.6 This shall not affect the rights of the Council to take other disciplinary action before and/or during the above procedure in cases of misconduct or where the employee's performance warrants such action.

21.7 (a) At any stage during this procedure Council may immediately suspend an employee without pay.

(b) The suspension of an employee from duty does not prevent the Council from granting to the employee accrued leave for whole or part of the period of the suspension.

(c) Suspension from duty shall not affect an employee's continuity of service for the purposes of accruing leave entitlements.

(d) If after investigation, the reasons for suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.

- 21.8 At any stage during this procedure Council shall be entitled to demote an employee to a lower paid position, provided that Council shall give not less than two weeks notice in writing of its intention to demote.
- 21.9 Nothing in this clause prevents Council from terminating an employee's service in accordance with clause 24, Termination of Employment of this Agreement. However, clause 24 shall not apply where Council terminates an employee's employment for gross misconduct or in accordance with the provisions of this clause.
- 21.10 This procedure shall not affect either party's right to institute the Avoidance of Disputes/grievance Procedures set out in clause 20 of this Agreement or to notify the Industrial Registrar as to the existence of an industrial dispute.
- 21.11 Employees shall have access to their personal files and may take notes and/or obtain copies of the contents of the file.

In the event that an employee is of the opinion that any disciplinary or other record contained on their personal file is incorrect, out of date, incomplete or misleading, such employee may make application to the General Manager, for the deletion or appropriate amendments of such record.

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22. ACCOMMODATION AND SHELTER.

- 22.1 Council shall provide, where necessary, suitable sanitary accommodation, which shall include covering to ensure decency and proper material to keep appliances innocuous.
- 22.2 Council shall provide suitable shelter for partaking of meals and for the protection of employees against the weather conditions.
- 22.3 Council shall provide adequate facilities for heating water and for meals, if required.
- 22.4 Council shall consult with the employee(s) concerned prior to implementing any changes to the present arrangements concerning accommodation and shelter.

23. OCCUPATIONAL HEALTH AND SAFETY.

- 23.1 Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and shall satisfy the relevant legislation.

- (a) Each permanent outdoor employee shall be provided with approved safety footwear or suitable footwear for garbage section employees, overalls or alternative suitable clothing such as shorts or long trousers and suitable uniform for female cleaners, high visibility sun hat and high visibility windcheater on a replacement basis.
- (b) Pool attendants and Beach inspectors and Pool Superintendents will be supplied with three (3) shorts, three (3) shirts, one (1) tracksuit, one (1) pair joggers/sandshoes, two (2) swim trunks, one (1) hat and one (1) pair of sunglasses on a replacement basis.
- (c) Garbage section employees are to be supplied with short length raincoats and three (3) T-shirts on a replacement basis.
- (d) Bookmobile drivers, Surveyors, Storekeepers, Overseers, Soil Tester, Plant Superintendent, Cleansing Service Supervisor and Garbage Collection Fee clerks are to be supplied with two (2) pairs of shorts, two (2) long trousers, two (2) short sleeve shirts, two (2) long sleeve shirts, one (1) jacket and approved safety footwear on a replacement basis.
- (e) Printers shall be supplied with two (2) shirts and Two (2) long trousers and assistants with two (2) coveralls on a replacement basis.

(f) Staff in the records section shall be supplied with dust coats.

(g) Subject to the relevant Divisional Director's approval, field staff shall be supplied with approved safety footwear on a replacement basis.

(h) Subject to the relevant Divisional Director's approval, employees not covered elsewhere by this subclause and who work outdoors for extended periods shall be supplied with a sun hat and sunscreen.

(i) It is the responsibility of each employee to attend for work with the appropriate protective clothing. It is a condition of employment that employees are to wear any protective clothing and/or equipment supplied.

(j) Damaged and /or worn out protective footwear and clothing must be returned to Council before a replacement issue is made.

23.2 Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.

23.3 Council shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.

23.4 Where any acidic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.

- 23.5 Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.
- 23.6 No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- 23.7 Where the employee during the course of work, sustains damage to clothing [other than protective clothing issued by Council which is covered by subclause 23.1(j) above] by fire, molten metal, tar or any corrosive substances or through any other circumstance which is not attributable to the employee's negligence, the employee shall be compensated by Council to an agreed amount.

24. TERMINATION OF EMPLOYMENT.

- 24.1 An employee shall give to Council two (2) weeks notice of their intention to terminate their employment. If no such notice is provided, Council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.
- 24.2 Council and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- 24.3 Council shall give to an employee a period of notice of termination in accordance with the scales set out in subclauses 24.4 & 24.5 or by the payment in lieu thereof.

24.4 If the employee is 45 years of age or less:-

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

24.5 If an employee is over 45 years of age:-

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

- 24.6 The provision of this clause shall be read subject to the provisions of clause 25 Redeployment and Redundancy as set out in this Agreement.
- 24.7 Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

25. REDEPLOYMENT AND REDUNDANCY.

From time to time it will be necessary for Council to review its organisation structure, or the way in which jobs are designed, in order to provide optimum service to the community. These reviews may result in parts of the organisation expanding, decreasing or having a different focus. During some of these changes there may be positions that are determined to be surplus to organisational needs. This clause defines how Council will handle the changes and the employees affected by them.

- * All employees will be treated equitably, sensitively, with dignity and in line with Council's Equal Employment Opportunity Policy and the relevant legislation.
- * Employees may be identified as surplus as part of an organisational review, job redesign or technological change which results in the abolition of their positions. Such reviews shall be handled in a consultative manner. When a proposal relating to staff issues that effects employees is made then the Consultative Committee shall be advised in writing prior to any action proceeding. This advice shall detail the rationale behind the decision along with a proposal on how to treat the affected employee(s).



- * Employees whose positions are surplus to Council's needs shall, if so requested, be provided with one (1) outplacement and two (2) Financial Planning Counselling sessions by Council's nominated providers, at Council's expense.
- * Once a position has been identified as surplus to Council's needs, it may not be filled in its original form.

25.1 Council's Duty to Notify and Discuss Change.

- (a) Prior to Council making 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 Consultative Committee, the employees who may be affected by the proposed changes and the unions to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this Agreement makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

25.2 Determining Surplus Employees

In cases where a review, reorganisation or restructure leads to a smaller or different structure and resulting workforce profile, some positions may be eliminated, some may remain and some new ones may be created.

In these situations management will need to determine who among the existing employees are surplus. This selection will be made on the basis of employee skills and abilities in relation to the requirements of the remaining job(s).

This process will be undertaken in consultation with the relevant Union(s) and the employees concerned.

25.3 Job Size Change.

Sometimes technological change or a shift in business focus will require that a single position in the organisation must change in some way. Often this will mean that different skills or knowledge will be required by the job and new or different tasks will have to be performed.

Ideally these changes should be made when the position is vacant so that changes will not adversely affect an employee. However, on those occasions where an employee is operating in the position to be changed, the general principles of this clause should apply. This sub-clause only applies in the case of a restructured position and not in the case of a position which is resized as a result of natural evolution.

Once the changes associated with the position are determined, the Job Evaluation System procedure should be followed. From that a new job size will be determined. The relevant Divisional Director in conjunction with the Executive Management Committee must now decide if the employee in the changed position will be retained in it or the position is to be advertised. The decision criteria will be:-

1. For employees not graded under the Salary Administration System:
If the difference between the current total pay of the employee and the pay step associated with the employees competence, as determined by the relevant Divisional Director, is less than 10%, then the employee may be transferred directly into the job at that pay rate.
2. For employees graded under the Salary Administration System:
If the difference between the current total pay of the employee and the basic level pay step of the redesigned position is less than 10%, then the employee may be transferred directly into the job.
3. If the difference in pay as determined in 1 and 2 above is greater than 10%, then the position may be advertised internally and may also be advertised externally in accordance with Council's procedures.

This decision will then be submitted to the Consultative Committee for endorsement. In the event agreement can not be reached at Consultative Committee then the matter shall be referred to the Peak Appeals Committee for determination. This committee shall consist of:-

The General Manager;
The Human Resource Manager or nominee;
The Chairman of the Consultative Committee;
A relevant Union Representative; and
A relevant Staff Representative:

If the incumbent employee is not successful in appointment to the redesigned position, then that employee becomes surplus to the organisation's needs and the other appropriate provisions of this clause will apply.

25.4 Redeployment

- (a) The primary option for dealing with employees whose positions are surplus to organisational needs shall be redeployment. Other options that should be explored are temporary redeployment, jobshare, part-time employment, phased retirement, long service leave, annual leave and leave without pay. Voluntary redundancy may be offered by Council (at the discretion of the General Manager) if other options are not found to be appropriate.

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(b) Upon determination that an employee's position is surplus to Council's needs the affected employee should be advised by management officially in writing that their position is being abolished and that they have been identified as surplus. This should be done by the relevant Manager or Director in the presence of the employee's union representative. At this stage the employee should also be advised in general terms of the options available to them especially in regards to redeployment.

- (c) Where possible an employee shall be redeployed into a vacant establishment position. Should this not be appropriate, a non-establishment temporary position may be created that must be deleted when the redeployment period is completed. Every effort will be made to match skills, qualifications and experience of the employee to the redeployment position. The employee will be provided with the training necessary to better match their skills to position requirements.
- (d) The employee will continue to receive the pay and Agreement conditions due to them prior to their move to their redeployed position for a period of up to two years. This period may be extended at the discretion of the General Manager under extraordinary circumstances after taking into account such matters as closeness to retirement and length of service for example. The retention of pay is also subject to the following conditions:-
1. If training is offered by Council and accepted by the employee, the two (2) year period will commence at the completion of the training.

2. If the employee requires more than the usual time to complete the training, then the two (2) year period will begin at the time that the training should have been completed. This condition may be varied under exceptional circumstances at the General Manager's discretion.
 3. Employees will be encouraged to and should apply for vacant positions for which they believe they suit the selection criteria.
- (e) Subclause 25.4(d) of this clause shall not override any agreements regarding maintenance of pay in existence at the time of the signing of this Agreement.
- (f) Council may terminate vehicle lease back arrangements in accordance with the agreement between Council and the employee. The employee's benefits do not include the rights to a particular office or work location.
- (g) Council shall provide, if requested by the employee, vocational assessment to help the employee in their career decision making. The employee will be given access to training that can reasonably equip them with the skills necessary for a new career direction, provided that any proposed training must be agreed between the employee and the Training Officer and approved by the General Manager.
- (h) At the conclusion of the redeployment period, the employee will be appointed to a vacant establishment position which where possible as closely as possible matches the skills and abilities of the employee. An employee already in an establishment position shall have their appointment to that position confirmed. The employee shall receive the rate of pay and conditions applicable to that position from the date of the appointment or confirmation.

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Enterprise Agreement

Industrial Registrar
25.3 Redundancy

- (a) Voluntary redundancy may be offered by Council (at the discretion of the General Manager) to those employees whose positions have become surplus to Council's needs. Voluntary redundancy shall only be considered after options set out in subclause 25.4 of this clause have been examined.
- (b) Where Council has made a definite decision that it wishes to make an offer of voluntary redundancy to an employee, Council shall notify the Consultative Committee, the employee who will be affected and the union to which they belong.
- (b) The notification shall take place as soon as practicable after Council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed termination(s) and measures to mitigate any adverse effects of the termination(s) of the employee(s) concerned.
- (c) Employees accepting a voluntary redundancy package will receive, in addition to the benefits set out in this clause, the following:-

1. Pro rata payment for each completed month of service since the last completed year of continuous service with Council.
 2. Payment of accrued sick leave (through to February 1993), annual leave, annual leave loading on any untaken annual leave and long service leave in accordance with Agreement conditions.
- (d) Any offer of voluntary redundancy must be accepted within four (4) weeks of the date of offer or it will be automatically withdrawn.
- (e) Any employee who accepts a voluntary redundancy package may not apply for another position within Council or act as a Consultant to Council until the time equal to their redundancy payout has elapsed. For example, an employee receiving 30 weeks pay plus four weeks pay in lieu of notice, may not apply for a position with Council or act as a Consultant to Council until 30 weeks from the date of their termination.
- (f) Once a voluntary redundancy package has been accepted, the date of termination shall be determined based upon operational requirements, and if possible, the date preferred by the employee. The date of termination shall be within three (3) months of the offer being accepted or such longer period at the discretion of the General Manager.
- (g) Employees accepting a voluntary redundancy package shall be treated on an identical basis to any other employee retiring from Council's service and will be entitled to any presentation normally bestowed upon retirees in accordance with Council's Retirement of Employees Policy.

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25.6 Notice to CES

Where a decision has been made to terminate employees, Council shall notify the Commonwealth Employment Service 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.

25.7 Notice of Termination

- (a) Four (4) weeks notice to terminate or pay in lieu thereof shall be given except in cases where the employee is 45 years of age or over with 5 years service, where five (5) weeks notice shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
- (i) Three (3) months notice of termination or
 - (ii) Payment in lieu of the notice in paragraph (i) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (iii) Notice or payment of notice under this subclause shall be deemed to be service with Council for the purpose of calculating leave entitlements under this Agreement.

25.8 Severance Pay

- (a) This subclause shall apply where an employee is terminated due to redundancy. Council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within Council's organisation structure, being a position which has remuneration no less the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to subclause (v) of this clause, the employee shall be entitled to the following;

IF THE EMPLOYEE IS LESS THAN 45 YEARS OF AGE

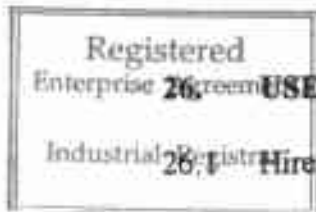
COMPLETED YEARS OF CONTINUOUS SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and beyond	14 weeks plus 2 weeks for every year of service in excess of 5 with a minimum payment of 20 weeks pay and a maximum payment of 52 weeks pay

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IF THE EMPLOYEE IS 45 YEARS OF AGE AND OVER

COMPLETED YEARS OF CONTINUOUS SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and beyond	17.5 weeks plus 2 weeks pay for every year of service in excess of 5 with a minimum payment of 26 weeks pay and a maximum payment of 78 weeks pay

- 25.9 An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in Council's employment until the expiry of the notice period.
- 25.10 During a period on 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. Council may require the employee to provide proof of attendance at an interview.
- 25.11 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.
- 25.12 Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- 25.13 Subject to an application by the Council and further order of the Industrial Relations Commission, Council may pay lesser amounts of severance pay than that contained in subclause 25.8 of this clause if Council obtains acceptable alternative employment for an employee.



USE OF EXTERNAL RESOURCES.

- Industrial 26: Hire of Contract Labour
- (a) Council may hire in Contract Labour (skilled and unskilled) as needed on a daily basis provided that such labour usage does not exceed fifteen (15) people on any one day without consultation with the Union. Any agreement to use in excess of fifteen people will not be unreasonably withheld.
- (b) Contract labour will be used to supplement Council's permanent workforce.
- (c) Council shall supply to Union delegates on a monthly basis, the daily usage of contract labour so that both parties can monitor the situation.
- (d) Any disagreement between the parties concerning the use of contract labour shall be settled in accordance with clause 20, Avoidance of Dispute/Grievance Procedures.

26.2 Contractors

- (a) Council shall endeavour to carry out all required works and services using its own resources including where necessary with the help of contract labour to supplement those resources.

- (b) Where required however, Council may contract works and services on an as needs basis as determined in accordance with the decision handed down by Conciliation Commissioner Connor in Matter No. 1301/89 and the Industrial Agreement attached to that decision (known as the 3 x 3 Committee).
- (c) Any disagreement between the parties concerning the use of sub-contractors shall be settled in accordance with clause 20, Avoidance of Disputes/Grievance Procedures.

26.3 Volunteers

- (a) It is agreed by the parties that Council may encourage members of the community to volunteer their services on a non payment basis to carry out tasks on Council's behalf.
- (b) Council will consult with the Unions in respect to the use of volunteers and undertakes that volunteers will not carry out tasks usually carried out by Council's workforce.

26.4 Community Service Order Workers

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

(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, such agreement not to be unreasonable withheld.

27 UNION MEETINGS

27.1 Up to four (4) Union Mass Meetings will be authorised in each calendar year.

27.2 These meetings will be paid meetings provided that:-

- * A request to hold a meeting is received at least one (1) week prior,
- * Each meeting is no longer than 30 minutes of working time,
- * Normal work resumes at the end of the meeting.

27.3 Council may, at the discretion of the General Manager, authorise meetings of longer duration.

27.4 Council may, at the discretion of the General Manager, authorise additional meetings during the year.

28 LICENCE REIMBURSEMENT

28.1 Employees 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.

28.2 Where the driver's licence of more than one year's duration has been reimbursed and

- * the employee's service is terminated for any reason; or
- * the employee's licence is revoked, suspended or cancelled,

then Council shall be entitled to deduct, from the wages or salary due to the employee the balance of the yearly proportionate value of the licence.

29 BENEFIT VALUATION

The parties to this Agreement have agreed to the value of each of the benefits maintained and detailed in the table below. These values will be used should changes in Council policy, legislation or industrial instrument require the conversion of these benefits into an equivalent addition to the weekly rate of pay.

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PROVISION	COSTING
Annual Leave Loading of 17.5%	1.5%
Bank Holiday	0.25%
Licence Payments	0.125%

30. TERM AND REVIEW.

30.1 Term of Agreement.

This agreement shall operate from the date of registration and shall remain in force for a period of three (3) years. The rates of pay contained in Attachment 1 to this Agreement take effect on and from the date of registration. Employees covered by this Agreement at the date of registration will be paid the rate of pay in accordance with that Attachment 1 on and from 11 September 1995 or the date of employment, whichever is the later.

30.2 Review of the Agreement.

The parties to this Agreement will review its operation eight (8) months after its implementation to ensure it is operating in a manner consistent with its objectives.

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.

30.3 Renegotiation of the Agreement.

The parties agree to commence negotiations on a new Agreement no later than six (6) months prior to the termination of this Agreement.

During the six months of deliberations the parties will meet in order to seek agreement/resolution of any issues.

31. FIXED TERM EMPLOYMENT.

31.1 A fixed term employee shall mean an employee who is engaged for a fixed term in excess of twelve months. This form of employment will be used to allow execution of special projects or when funding is only available for a specific period.


31.2 A fixed term 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 5, Hours of Work, of this Agreement.

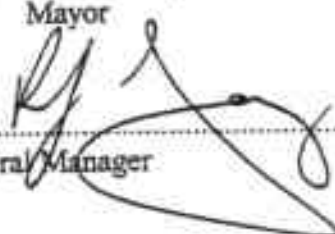
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31.3 Unless specified, fixed term employees shall receive all the conditions prescribed in this Agreement.

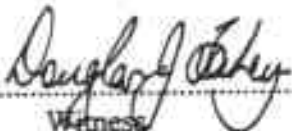
31.4 A fixed term employee shall be advised in writing the period of employment and the rate of pay for the position prior to employment commencing.

THE COMMON SEAL of the)
COUNCIL of the CITY of LAKE)
MACQUARIE was hereto affixed)
in pursuance of a Council resolution)
passed on 4th day of SEPTEMBER)
1995)



Mayor



General Manager



Witness

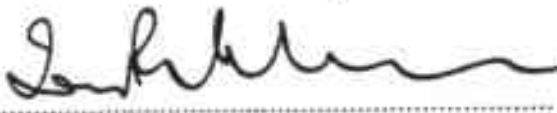
SIGNED on behalf of)
FEDERATED MUNICIPAL)
& SHIRE COUNCIL EMPLOYEES)
UNION)
in the presence of)



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Enterprise Agreement
Industrial Registrar


Witness

SIGNED on behalf of the)
ENVIRONMENTAL HEALTH &)
BUILDING SURVEYORS)
ASSOCIATION.)
in the presence of)





Witness

SIGNED on behalf of the)
LOCAL GOVERNMENT)
ENGINEERS ASSOCIATION)
in the presence of)





Witness



SALARY ADMINISTRATION SYSTEM 1995

In 1992 the Local Government (State) Award required Councils to carry out a number of tasks:-

- * develop a Salary System
- * transfer to the new skills based structure

Lake Macquarie City Council met these requirements, transferring to the new skills based structure in July 1992 and introducing a Salary System (Pay Administration System) in December of the same year.

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The Local Government (State) Award 1995 also requires Councils to carry out a number of tasks. It states that each Council shall have a salary system in operation no later than six months from the date of commencement of the Award. This new Award also defines a Salary System as follows:-

A salary system determines how employees are paid. Council's salary system compliments the entry level rates of pay and skill descriptors in the award by identifying salary points that are over and above the minimum entry level rates of pay. Each salary point shall be defined so as to enable progression through the salary system based upon acquisition and use of skills. A salary system shall provide a method of salary review.

The Award structure is based on the acquisition and use of skills. It consists of four overlapped bands. Positions were placed into these bands according to the six skill descriptors:

1. authority and accountability
2. judgement and problem solving
3. specialist knowledge and skills
4. management skills
5. interpersonal skills
6. qualifications and experience

These skill descriptors were used when transferring positions from the old Award to the new Award. A Salary system should be based upon the above.

In conjunction with the introduction of the present Pay Administration System Council evaluated each position. Job evaluation is a systematic approach to determine the work value, or job size, of a position within Council. LMCC uses the Evans Webb job evaluation system and will continue to use this system. With the addition of more grades or pay steps it will be necessary to further develop the skills tables to accommodate those grades.

THE STRUCTURE

The Salary System is based on the Award entry levels. So as to enable a reasonable spread of pay steps it is considered there should be three entry points per band and level (where the bands and levels overlap at OL4/AT1, AT2/PS1 and AT3/PS2, these are counted as one level). Therefore, with seven (7) levels and three (3) entry points to each level equals 21 grades. (See Schedule 1.)

Each of the 21 grades has a competency range from basic level to level 3. Each competency level progresses in 2.5% increments:-

Registered Enterprise Agreement Industrial Registrar (see attached schedules)	Basic Level	100%
	Competency Step 1	102.5%
	Competency Step 2	105%
	Competency Step 3	107.5%

Movement Within The Salary Range will be based on the acquisition of skills and demonstrated competencies in the application of those skills. Skill development will be based on the needs of Council, the job to be done, and the competency of the job holder.

The movement to a higher competency level must:-

- * add value to the job and to Council
- * have been incorporated into the individuals training plan
- * add motivation
- * be measurable

Assessment will be conducted on an annual basis (on the anniversary of the signing of the Agreement) where, provided they meet all the requirements, employees can move one competency level at each assessment, except in the initial assesment.

Payment for Performance.

In keeping with the principles of the Award, Council will implement performance management in conjunction with the new Salary Administration System. Under this system, the performance of each employee will be assessed every 12 months.

Exceptional performance will attract a performance payment, independent of competency level. This performance payment shall be paid as a bonus.

The formulation of the pay for performance criteria will be accomplished with the assistance of the consultative committee.

Affordability.

The Salary System needs at all times to address the issues of affordability. The system will not be effective if it either undervalues or overvalues an employees work. The total cost of remuneration must also be within the budgetary parameters of Council.

Placement onto the new System.

All existing employees will be transferred to the new System at least on to the basic level for the grade concerned.

Where an employee is currently paid lower than the basic level for their grade, their salary will be adjusted accordingly unless the difference is greater than \$40.00 per week (\$2085.00 per annum). In this circumstance the position will be evaluated to ensure that it has been sized correctly and then adjustment will be made as quickly as possible. However this will be done in line with the individual's training plan.

Where an employee is currently paid higher than competency level 3 for their grade they will be treated as a present occupant only. These employees will receive salary maintenance until such time as the job undergoes a job redesign, the salary falls within the range spread or the position becomes vacant.

Competency Standards.

The NSW Local Government Industry Training Committee has developed competency standards which focus on outcomes i.e. what employees actually do at work rather than what they may learn in a training course. Competency standards specify what is required to work effectively. These standards will be used as a basis for setting the competencies to be contained in the Salary Administration System.

Competency in the Job.

Competency is "the ability to perform the activities within an occupation or function to the standard expected in employment". The key features of competencies are"-

- * related to realistic workplace practices
- * expressed as an outcome
- * capable of being demonstrated and assessed
- * reinforced by performance criteria
- * understood by all
- * used for complex and non routine work
- * expressed in terms that allow for critical thinking, problem solving and responsibility.

The salary level for **Employees** whose job size is assessed as being **higher than 1824 points** will be calculated in accordance with the following agreed formula:-

$$\text{Points} \times 22.2756 \text{ plus } \$15,275.03$$

This formula is valid as at 15 May 1995 but will change as increases are granted in accordance with the Lake Macquarie City Council Enterprise Agreement 1995. This calculation establishes the fully competent level, however incumbents can be appointed at 85%, 90% or 95% levels depending on experience and competency.

Minimum Entry Levels will still apply for the band and level as set out in the Enterprise Agreement and the Local Government (State) Award 1995. However as Lake Macquarie City Council has retained a number conditions in the Enterprise Agreement which have disappeared from the Award (see clause 29 Benefit Valuation), the minimum entry levels applicable to Lake Macquarie Council employees are different from the Award.

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Minimum entry levels for Lake Macquarie City Council are as follows:-

BAND & LEVEL	From 15-May-95	From 15-Sep-95	From 15-Nov-96
OL2	378.00	387.50	397.20
OL3	424.80	435.40	446.30
OL4	477.90	489.80	502.00
AT1	472.60	484.40	496.50
AT2	542.00	555.60	569.50
AT3	648.70	664.90	681.50
PS1	542.00	555.60	569.50
PS2	648.70	664.90	681.50
PS3	755.40	774.30	793.70
PS4	915.60	938.50	962.00
EX1	862.20	883.80	905.90
EX2	1075.60	1102.50	1130.10
EX3	1342.50	1376.10	1410.50
EX4	1609.30	1649.50	1690.70

LAKE MACQUARIE CITY COUNCIL**SALARY ADMINISTRATION SYSTEM 1995**

As from 11 September 1995

GRADE	JOB POINTS RANGE	MINIMUM	MAXIMUM	PAY BAND & LEVEL
1	490-506	383.20	19,981.12	OL2
2	507-523	399.00	20,804.98	
3	524-539	414.90	21,634.05	
4	540-559	430.70	22,457.90	OL3
5	560-579	448.70	23,396.47	
6	580-599	466.70	24,335.04	
7	600-626	484.60	25,268.40	OL4/AT1
8	627-653	506.20	26,394.69	
9	654-679	527.90	27,526.18	
10	680-735	549.50	28,652.47	AT2/PS1
11	736-790	585.40	30,524.40	
12	791-846	621.90	32,427.61	
13	847-980	657.70	34,294.32	AT3/PS2
14	981-1080	693.80	36,176.67	
15	1081-1179	729.80	38,053.32	
16	1180-1285	766.00	39,941.38	PS3
17	1286-1391	820.30	42,772.94	
18	1392-1497	874.10	45,578.02	(EX1)
19	1498-1606	928.30	48,404.16	PS4
20	1607-1715	982.40	51,225.09	
21	1716-1824	1036.80	54,061.66	

NB - Includes 2.5% Award increase which was to be effective from 1/2/96

LAKE MACQUARIE CITY COUNCIL SALARY ADMINISTRATION SYSTEM 1995				
GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	383.20	392.80	402.60	412.70
2	399.00	409.00	419.20	429.70
3	414.90	425.30	435.90	446.80
4	430.70	441.50	452.50	463.80
5	448.70	459.90	471.40	483.20
6	466.70	478.40	490.40	502.70
7	484.60	496.70	509.10	521.80
8	506.20	518.90	531.90	545.20
9	527.90	541.10	554.60	568.50
10	549.50	563.20	577.30	591.70
11	585.40	600.00	615.00	630.40
12	621.90	637.40	653.30	669.60
13	657.70	674.10	691.00	708.30
14	693.80	711.10	728.90	747.10
15	729.80	748.00	766.70	785.90
16	766.00	785.20	804.80	824.90
17	820.30	840.80	861.80	883.30
18	874.10	896.00	918.40	941.40
19	928.30	951.50	975.30	999.70
20	982.40	1007.00	1032.20	1058.00
21	1036.80	1062.70	1089.30	1116.50
As from 11 September 1995				
NB - Includes 2.5% Award Increase which was to be effective from 12/2/96				
Salary/Wage per Week				
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**LAKE MACQUARIE CITY COUNCIL
SALARY ADMINISTRATION SYSTEM 1995**

GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	392.80	402.60	412.70	423.00
2	409.00	419.20	429.70	440.40
3	425.30	435.90	446.80	458.00
4	441.50	452.50	463.80	475.40
5	459.90	471.40	483.20	495.30
6	478.40	490.40	502.70	515.30
7	496.70	509.10	521.80	534.80
8	518.90	531.90	545.20	558.80
9	541.10	554.60	568.50	582.70
10	563.20	577.30	591.70	606.50
11	600.00	615.00	630.40	646.20
12	637.40	653.30	669.60	686.30
13	674.10	691.00	708.30	726.00
14	711.10	728.90	747.10	765.80
15	748.00	766.70	785.90	805.50
16	785.20	804.80	824.90	845.50
17	840.80	861.80	883.30	905.40
18	896.00	918.40	941.40	964.90
19	951.50	975.30	999.70	1024.70
20	1007.00	1032.20	1058.00	1084.50
21	1062.70	1089.30	1116.50	1144.40

As from 11 November 1996

Salary/Wage per Week

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**LAKE MACQUARIE CITY COUNCIL
SALARY ADMINISTRATION SYSTEM 1995**

	From 15-May-95	From 11-Sept-95	From 11-Nov-96
Operational Band, Level 1			
T1 at 15 years of age	184.20	188.80	193.50
T2 at 16 years of age or School Certificate	232.90	238.70	244.70
T3 at 17 years of age	276.10	283.00	290.10
T4 at 18 years of age or over or HSC	325.10	333.20	341.50
T5	373.90	383.20	392.80
T6	404.80	414.90	425.30
T7	425.40	436.00	446.90
T8	446.40	457.60	469.00
T9	467.50	479.20	491.20
T10	488.60	500.80	513.30

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 Note T stands for Trainee

TABLE 1
ALLOWANCES

	From 15/05/95	From 11/09/95	From 11/11/96
Clause 3.1 Disability Allowance	\$7.70 p. w.	\$7.90 p. w.	\$8.10 p. w.
Clause 3.2 Disability Allowance	\$20.50 p. w.	\$21.00 p. w.	\$21.50 p. w.
Clause 3.3 Sewer Chokes	\$4.36 p. choke	\$4.46 p. choke	\$4.58 p. choke
Clause 4.2 (a) Employee Providing Tools Metals and Mechanical Trades Painter and Signwriter Plasterer Bricklayer Carpenter and Plumber	\$17.00 p. w. \$4.20 p. w. \$14.10 p. w. \$12.20 p. w. \$17.00 p. w.	\$17.40 p. w. \$4.30 p. w. \$14.50 p. w. \$12.50 p. w. \$17.40 p. w.	\$17.80 p. w. \$4.40 p. w. \$14.90 p. w. \$12.80 p. w. \$17.80 p. w.
Clause 4.2 (d) Compensation of Tools	\$870.00 p. a.	\$890.00 p. a.	\$910.00 p. a.
Clause 4.5 (a) Car Allowance Under 2.5 litres 2.5 litres and over	\$0.44 p. km. \$0.51 p. km.	\$0.44 p. km. \$0.51 p. km.	\$0.44 p. km. \$0.51 p. km.
Clause 4.5 (b) Car Allowance	\$5770.00 p. a.	\$5770.00 p. a.	\$5770.00 p. a.
Clause 4.6 Travelling Allowance Indoor Staff 3 - 10 km > 10 - 20 km > 20 - 33 km > 33 - 50 km Each additional km per day	\$2.46 p. d. \$3.88 p. d. \$5.95 p. d. \$7.11 p. d. \$0.14 p. km	\$2.52 p. d. \$3.98 p. d. \$6.10 p. d. \$7.24 p. d. \$0.144 p. km	\$2.58 p. d. \$4.08 p. d. \$6.25 p. d. \$7.47 p. d. \$0.148 p. km
Clause 4.7 Travelling Allowance Outdoor Staff Clause 4.7 (a) - 3 km or less Clause 4.7 (b) - > 3 km Clause 4.7 (c) - Follow the job	\$1.53 p. d. \$3.07 p. d. \$6.42 p. d.	\$1.57 p. d. \$3.15 p. d. \$6.58 p. d.	\$1.61 p. d. \$3.23 p. d. \$6.74 p. d.
Clause 4.8 Shift Allowance Cleaners Library General Workshop	\$6.78 p. d. \$12.68 p. d. \$11.20 p. d. \$1.20 p. h.	\$6.95 p. d. \$13.00 p. d. \$11.48 p. d. \$1.23 p. h.	\$7.12 p. d. \$13.33 p. d. \$11.77 p. d. \$1.26 p. h.
Clause 4.9 First Aid Allowance	\$1.47 p. d.	\$1.51 p. d.	\$1.55 p. d.
Clause 6.2 (c) On Call ordinary working day Clause 6.2 (d) On Call other days Clause 6.2 (e) On Call Max per week	\$10.00 p. d. \$20.00 p. d. \$60.00 p. w.	\$10.25 p. d. \$20.50 p. d. \$61.50 p. w.	\$10.50 p. d. \$21.00 p. d. \$63.00 p. w.
Clause 6.4 Meal Allowances	\$6.00	\$6.20	\$6.40

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TABLE 2

TRAINEESHIP WAGE RATES

Clause 13.4 (p) (i)

School Leaver	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
	125.00 (50%) 146.00 (33%)	155.00 (33%) 175.00 (25%)	215.00
Plus 1 year out of school	175.00	215.00	250.00
Plus 2 years	215.00	250.00	290.00
Plus 3 years	250.00	290.00	333.00
Plus 4 years	290.00	333.00	
Plus 5 years or more	333.00		



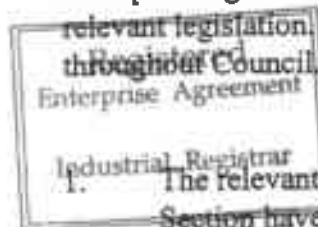
Jobskills Trainees Wage Rates - \$300.00 per week

REDEPLOYMENT AND REDUNDANCY PROCEDURES

These procedures are to be read in conjunction with clause 25 - Redeployment and Redundancy of the Lake Macquarie City Council Enterprise Agreement 1995.

From time to time it will be necessary for Council to review its organisation structure, or the way in which jobs are designed, in order to provide optimum service to the community. These reviews may result in parts of the organisation expanding, decreasing or having a different focus. During some of these changes there may be positions that are determined surplus to organisational needs or that will change significantly.

It is very important that Council handles these changes in accordance with the Enterprise Agreement, Council's Equal Employment Opportunity policy and any



It is also important that the procedures are applied consistently

1. The relevant Director and Manager after consultation within the Department / Section have decided on a new structure for that Department / Section.

2. The new structure is compared with the existing structure. This comparison may show that some positions have been eliminated, some new ones have been created and some have changed. It will have to be determined at this stage who among the existing employees will be affected and how.
3. Prior to the proposal going to the Consultative Committee the employee/s who may be affected by the proposed changes shall be given the opportunity to comment and have input into the process.
4. Any change must occur in a consultative manner and having determined that the present staffing arrangements will be affected, the Consultative Committee must be advised in writing of the proposed changes. This advice must detail the rationale behind the changes, the consultative process followed and include a proposal on how to treat the affected employees. If the proposed changes are likely to have a significant effect on the employee/s concerned then their union must be notified. (See cl. 25.1 - Council's Duty to Notify and Discuss Change)
5. During this consultative period the affected employees should informally be advised of the provisions of the Agreement and the possible outcomes of the changed structure. The staff concerned should be treated equitably, sensitively and with dignity. Once a final decision is made regarding the structure any affected employees will be advised formally in writing as set out in 6 and 7 below.

6. A new structure is approved
7. Each employee who is affected is to be advised in writing how their position is affected. This will be done in the presence of the employee's Union representative if so requested by the employee. It may be that informal discussions will have taken place between the employee and his/her Director or Manager however these discussions must not substitute for a formal meeting.
8. The affected employee/s should be advised of their options under the Agreement. If their position has become surplus then the provisions regarding redeployment, training opportunities available and salary maintenance should be explained. (See cl. 25.2 - Determining Surplus Employees and cl. 25.4 - Redeployment).
9. If as a result of a restructure a position changes significantly then the employee should be advised that the position will be evaluated and a new job size determined in accordance with the normal job sizing procedures. Dependant upon the outcome of this exercise the employee may be appointed to the new position or it may need to be advertised. (See cl. 25.3 - Job Size

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Initials:
Date:
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