

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/231

TITLE: Lake Macquarie City Council Enterprise Agreement 2000

I.R.C. NO: IRC01/4321

DATE APPROVED/COMMENCEMENT: 4 July 2001/1 November 2000

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**NEW AGREEMENT OR
VARIATION:** New Replaces EA97/44

GAZETTAL REFERENCE: 31 August 2001

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COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees employed by
Lake Macquarie City Council

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





CITY OF

Lake Macquarie

Enterprise

Agreement

2000

COMMENCING 1 NOVEMBER 2000

LAKE MACQUARIE CITY COUNCIL ENTERPRISE AGREEMENT 2000

1. THE AGREEMENT

1.1 Title

This agreement shall be referred to as the Lake Macquarie City Council Enterprise Agreement 2000.

1.2 Arrangement

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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:-

The 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;
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 and interpreted in conjunction with the Local Government (State) Award 2000, any amendments to that Award, or any new Award that succeeds that Award. In the case of any inconsistency the terms of this Agreement shall prevail over the Award.

Where this agreement is silent the Award shall prevail.

This agreement rescinds and replaces in its entirety The Lake Macquarie City Council Enterprise Agreement 1995 and unless specified in the body of this Agreement any other Agreement.

This Agreement does not rescind and replace:-

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 Services;

The Night Shift Agreement; extending to all CiviLake staff.

Afternoon shift Workshop Agreement

The Wet weather Agreement.

The Beach Life Guards Time in Lieu Agreement,

The Community Planning 35 Hour Agreement,

The Nine Day fortnight Agreements covering

Mechanical Services

Information Technology, and

Development Assessment and Compliance.

2-Tonne Vehicle Agreement

Any new agreement, that may arise during the life of this agreement.

The Statement of Intent

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 City Council's 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 flexible learning organisation based upon teamwork, flexibility, and competency in skills and opportunities for development.

-
- The development of an organisation focussed on the customer, driven by achievement of results.
-
- The upskilling of the organisation by training of the existing staff being the nominated preferred option.
-
- Any changes to Council policies relating to the employees of Council (eg such as the Education Assistance Policy etc) shall be done in consultation with the Consultative Committee.

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

- (i) 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.
- (ii) The parties are committed to enhancing the security of employment for all employees. It is recognised that in a work environment of continuous improvement, changes to jobs and functions within the organisation may result. 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.
- (iii) Where staff level requirements need to change, the preferred option will be the natural turnover of staff to satisfy the adjustments.
- (iv) The parties are committed to the provision of training and development opportunities for any staff affected by these changes.

1.8 Definitions

- “Award” means the Local Government (State) Award 2000, any amendments to that Award, or any new Award that succeeds that Award.
- “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, and or skill step 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” 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

- “Time in lieu” means hours worked in excess of the ordinary hours of employment and accrued to be taken at a time mutually convenient.
- “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 2000 unless otherwise specified in the body of this agreement.

2. SALARY SYSTEM

2.1 Rates of Pay.

- (i) Employees shall be paid in accordance with the Lake Macquarie City Council Salary Administration System 1995 and the Works Assistants' Agreement salary levels which are included in that system. A copy of the Salary System and works assist and agreement are 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, or in line with any future salary system adopted by Council.
- (ii) Any increases in rates of pay negotiated at an industry level at the conclusion of the Local Government (State) Award 2000, 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.

2.2 Payment of Employees

- (i) Council shall pay either by the week or the fortnight. Any other period other than weekly shall be by agreement between Council and the Employees affected.
- (ii) Council shall pay by direct deposit to the employee's nominated account. Council will pay an amount of \$35.00 to each person in its employ in the pay prior to Christmas each year to cover the charges made by financial institutions. In the event that bank charges vary significantly for any reason such as the GST, the amount of \$35.00 shall be subject to an annual review to offset such a variation.
- (iii) The regular payday for the payment of all employees shall be Thursday. This payday may be altered by agreement between the parties.

3. DISABILITY ALLOWANCES

3.1 Garbage Supervisors and Mechanics

Persons working in the mechanical section required to perform work on garbage compaction vehicles, and any plant associated with garbage compaction, that bring

them into contact with offensive, filthy and obnoxious material, shall be paid a daily allowance at the rate set out in Table 1 of Attachment # 2 of this agreement.

3.2 Sewer Chokes

Employees clearing sewer blockage shall be paid at the rate set out in Table 1 of Attachment # 2 of this Agreement per choke.

4. EXPENSES AND ALLOWANCES

4.1 Travelling Allowance within Council Boundaries. Outdoor Staff.

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

- (i) Outdoor staff who work, or are required to commence and cease duty, at the Council's Works depot, or at any other agreed starting point at the normal commencing and finishing times shall be paid a travelling expense allowance of (See Table 1 of Attachment # 2) per day where the distance from the employee's permanent place of residence is more than three (3) kilometres.
- (ii) 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. -
- (iii) The payment of this allowance shall be contingent on the employee arranging his or her own means of travel.
- (iv) The allowance prescribed in this clause 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.
- (v) 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.

4.2 Travelling Allowance Outside Lake Macquarie City Boundaries – Outdoor Staff

The allowance covered in this clause shall only apply to employees who are required to travel outside of their ordinary hours and beyond Council's boundary for external contractual or income-earning works. For the purposes of calculation, the allowance will be paid for the kilometres travelled one-way from the city boundary by the shortest route to the job site.

For outdoor staff required to travel to a location outside the Lake Macquarie City boundaries for work being performed on a contractual or income earning basis the following allowance shall apply:

- (i) Outdoor staff who are required to commence and cease duty at the Council's Works Depot shall be paid a travelling expense allowance in accordance with clause 4.1 (i) or (ii) as applicable.
- (ii) Outdoor staff who travel by their own means or as a passenger in a Council vehicle to and from a job location outside the City boundaries prior to commencement and after completion of work shall be paid a travelling expense allowance based on the shortest travelling distance by road between the City boundary and the job site in accordance with Table 1 of Attachment # 2.

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.

- (iii) Outdoor staff who drive a Council vehicle between their residence and a job location outside the City boundaries prior to commencement and after completion of work shall be paid (in lieu of the caretaker allowance as specified in the "2 Tonne Truck Agreement") a travelling expense allowance based on the shortest travelling distance by road between the City boundary and the job site in accordance with Table 1 of Attachment # 2.
- (iv) Arrangements concerning the transportation of employees to and from external works shall be negotiated between the supervisor and the employee/s concerned prior to the commencement of such works.

4.3 Hours of Work

- (i) Employees shall not be required to exceed 12 hours in any one day inclusive of time spent travelling from the employees residence to the agreed job site and the time spent returning home to the employees residence from the job site. Council may arrange overnight accommodation at Council's cost to avoid this scenario.

Table 4.2

Distance Between Boundary and Job Site	Travelling Allowance Per Day Clause 4.2 (ii)	Travelling Allowance Per Day Indoor staff with Leaseback
Up to 15 kms	\$6.92	\$6.63
Each additional 15 kms or part thereof	\$6.92	\$3.32

4.4 Shift Allowance

- (i) 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.
- (ii) The Night Shift for CiviLake Agreement and the Workshop Afternoon Shift Agreement are to apply in conjunction with this agreement.

4.5 First Aid Allowance

- (i) 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.
- (ii) Evacuation Wardens shall be paid the same rate and in line with the First Aid allowance.

4.6 Damage to Personal Items.

Where an employee during the course of work, sustains damage to clothing and personal items, ie prescription glasses, watches, etc [other than protective clothing issued by Council which is covered by clause 19 of this agreement] by fire, molten metal, tar or any corrosive substances or through any other circumstance which is not attributable to the employee's negligence, the employee shall be compensated by Council to an agreed amount.

5. HOURS OF WORK

5.1 Arrangement of Hours.

Subject to subclause 13.A of the Local Government (State) Award 2000, Spread of Hours, the arrangement of hours shall be: -

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 Contract Employees
- Finance
- Health Surveying
- Library
- Public Relations

Technical Services
Town Planning
Fire Control Officers
All other employees shall work 38 hours per week.

5.2 Accumulation of Time in Lieu days

- (i) Employees shall be entitled to accrue time in lieu up to a maximum of fifteen (15) days. An alternative arrangement for specific work groups may be agreed between the work group and the Group Manager and referred to the Consultative Committee for their information.
- (ii) The accrual of such time shall be by agreement.
- (iii) The accrued time shall be taken at a time mutually convenient to the employee and the supervisor/manager.

5.3 Roster Days

Where practical, one (1) week's 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 that week or at a mutually convenient time.

6. OVERTIME

6.1 Training, Seminars and conferences.

- (i) Where an employee is attending training, conferences or seminars and to attend will require additional time, eg for travel, over and above what the employee would normally work then it is a reasonable expectation that the employee will not claim overtime for such time. This includes where such training etc, occurs on weekends.
- (ii) Where any employee is directed to attend a meeting, training or seminar as part of their normal work, any additional (over and above normal work day) time spent, including travel, may be claimed as per the provisions of Council's Enterprise Agreement with time in lieu being the nominated preferred option.

6.2 After Hours Telephone Calls

- (i) Employees who receive after hours telephone calls from the public and/or the After Hours Answering Service, outside of their normal working hours shall receive a minimum of 30 mins overtime per 24 hour period.

- (ii) In the event that call response time exceeds 30 mins in the 24 hour period the employee will be paid the actual overtime required for the duration of attending to the needs and finalisation of the call from the employee's residence.
- (iii) If the employee is required to leave their premises to attend to work associated with the call the provisions of the Overtime Clause of the Local Government (State) Award 2000 shall apply.

7. PUBLIC HOLIDAYS

7.1 Union Picnic Day

- (i) 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.
- (ii) 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.

7.2 Garbage and Sanitary Employees.

- (i) 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.
- (ii) This sub-clause shall also apply to workshop employees, specifically required to work in conjunction with the Garbage Section on a public holiday.

7.3 Newcastle Show

- (i) In addition to the holidays prescribed in the Local Government (State) Award 2000, there shall be the recognition of a one-day holiday Show Holiday for the purposes of the Newcastle Show. This day will be taken at a mutually convenient time during the period of the show on the Thursday or Friday of Show Week.
- (ii) Where it is impractical for an employee to take the Show Holiday on the Thursday or Friday, then accrual of one day time-in-lieu will be credited to the employee's leave to be taken at a mutually convenient time.

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 accrued at the employee's normal shift hours ie. 8.15 hours for those employees working a 38 hour week and 7.5 hours for those employees working a 35 hour week. For those employees on a 9 day fortnight the accrual shall be 7.75 hours for employees working a 35 hour week or 8.45 hours for those employees working a 38 hour week.

8.1 Annual Leave.

- (i) Annual leave is to be taken at a minimum period of one half- (½) day.
- (ii) Council may direct an employee to take annual leave by giving at least four weeks prior notification for the period of annual closedown between Christmas and New Year. This period will be the only period of compulsory closedown. Any other period of closedown will be by agreement between Management and the employee/s concerned.

8.2 Annual Leave Loading Outdoor Employees.

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

8.3 Concessional Leave Outdoor Employees

- (i) Three (3) concessional days leave with pay to be taken at a mutually convenient time, shall be granted to permanent employees with three or less uncertificated/unapproved absences per year (1 November to 31 October).
- (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 at a mutually convenient time.
- (vi) 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.
- (vii) An employee who is eligible for concessional leave and terminates their employment before taking the leave will be paid such leave on termination.
- (viii) Each permanent outdoor employee shall receive an additional concessional day to be taken at a mutually convenient time. This additional day is in lieu of the previously recognised Bank Holiday and shall not be linked to uncertificated/unapproved - absences.
- (ix) This concessional leave shall not apply to any indoor staff as this benefit has been incorporated into the indoor staff employees' rate of pay.

8.4 Long Service Leave

- (i) 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.
- (ii) The procedures for applying for and granting long service will be as per the ruling handed down by Deputy President Harrison on the 23 July 1997 and reflective in the Long Service Leave at Half Pay Policy.

8.5 Compassionate/Bereavement Leave

In addition to the provisions of the Local Government (State) Award, compassionate/bereavement leave may, at the discretion of the relevant manager, be extended beyond family members as defined by the Award. In the case of extenuating circumstances the relevant manager may at his/her discretion allow additional leave with pay.

8.6 Emergency Services Leave

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

- (i) When SES, BFB and DWC units are called out in emergencies during normal working hours, Council employed volunteers may be released to respond provided their work is "made safe" prior to their responding to the emergency.
- (ii) 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.
- (iii) 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.
- (iv) Before any payment is granted under this clause it shall be verified in writing by the appropriate SES, BFB or DWC authority.

8.7 Parental Leave Indoor Staff

8.7.1 Paid Maternity Leave

- (i) Indoor staff Employee's who have completed 2 years continuous service with Council, shall be eligible for a period equal to their accrued sick leave up to a maximum of twelve (12) weeks full pay from the date maternity leave commences.
- (ii) Any period of paid maternity leave shall be inclusive of the twelve months total leave allowable pursuant to provisions of the Industrial Relations Act 1996.
- (iii) Paid maternity leave shall be at the employee's ordinary weekly rate of pay, either full-time or part-time as determined by the preceding 12 months employment.

- (iv) Payment for maternity leave, dependant on the number of accrued weeks sick leave, shall be made as follows:
 - (a) on full pay equal to the employee's accrued sick leave less any amount required to be preserved, as defined by clause 8.7.1(vii) for their return to work at the completion of their maternity leave, on a regular weekly basis; or
 - (b) on half pay over such period equal to the employee's accrued sick leave less any amount required to be preserved for their return to work at the completion of their maternity leave, on the basis of 50% of their ordinary pay on a regular weekly basis.
- (v) Payment shall be calculated as for sick leave and will be deducted from the employee's sick leave accrual.
- (vi) Continuous service for the purpose of this leave is defined as permanent, full-time or permanent part-time employment with the Council (but not service as a Casual, temporary or other Local Government Council)
- (vii) An employee on maternity leave may also use other types of leave once the entitlement to paid maternity leave has been completely utilised. Approval of such leave will be dependant on the employees retention of a minimum of a eight (8) weeks combined, sick, annual or long service leave for their return to service at the completion of their maternity leave.
- (viii) An employee is required to return to work for a period of at least 12 months after their completion of their maternity leave.
- (ix) Should an employee not return to work, the component of sick leave that exceeds the provisions relating to the Clause 17, Sick Leave Bonus on Termination Indoor Staff, shall be repaid in full. For employees returning to work for less than 12 months, a pro-rata rate shall be payable. The General Manager may vary the requirement to repay an amount paid, where the employee terminates their employment within 12 months for extenuating circumstances.
- (x) Periods of paid leave during maternity leave will count as service for all purposes. Periods of unpaid maternity leave will not count as service for any purpose but do not break an employee's continuity of service.
- (xi) An agreement to this effect between the employee and the Council will be entered into prior to the employee commencing parental leave.
- (xii) Public Holidays that fall in the paid section of maternity leave shall be paid as public holidays.

8.7.2 Paid Paternity Leave.

Specific requirements.

- (i) In the event that a male member of the indoor staff is eligible for and takes extended paternity leave in accordance with the Industrial Relations Act 1996, and seeks payment up to a maximum of twelve weeks of this leave, the employee shall be paid leave as defined by the provisions of Maternity Leave.
- (ii) Such leave will only be available to male employees under the following circumstance:
 - (a) The employee must produce a certificate from a medical practitioner which names his partner, stating that she is pregnant and the expected date of confinement. If the birth has already taken place the date of birth is to be stated.
 - (b) The employee must provide a statutory declaration stating that he is seeking for that period to become the primary care-giver of a child as defined by the Industrial Relations Act 1996.

General

All other conditions relating to paid maternity leave will also apply to employees on paid paternity leave.

Employees in same sex relationships shall have the same entitlements to paid paternity leave where the employee becomes the primary care giver of a child.

9. PART-TIME EMPLOYMENT

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.

10. JOB SHARE EMPLOYMENT

For the purposes of this agreement a Job share employees shall not be entitled to a rostered day off.

11. TEMPORARY EMPLOYMENT

- (i) 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.
- (ii) A temporary employee may be engaged on the basis of a regular number of hours up to and including the full-time ordinary hours in accordance with clause 5, Hours of Work, of this Agreement.
- (iii) Unless specified, temporary employees shall receive all the conditions prescribed in this Agreement.
- (iv) A temporary employee will be advised in writing the period of employment and the rate of pay for the position prior to employment commencing.
- (v) Where a temporary employee becomes permanent (without breaking their service) the commencing date of their permanent employment with Council will be recognised as being from the commencement date of the temporary period of employment. This shall apply for the purposes of calculations of long service leave, annual leave and sick leave entitlements

12. JUNIOR, TRAINEE AND JOBSKILLS EMPLOYMENT.

Any proposal relating to externally funded employment schemes shall be referred to the Consultative Committee for their consideration.

13. USE OF SKILLS.

Council will whenever possible use existing staff rather than externally appointed persons, to fill temporary vacated positions until such times as they are permanently filled. This will enable Council to expand the skills of permanent employees and provide on the job training for existing staff and demonstrate Council's commitment to the training and development of existing staff resources.

14. TRAINING AND DEVELOPMENT.

Where a temporary vacancy exists the position will be advertised allowing all employees' to apply and maintain their existing rate of pay on the basis that the difference between the advertised salary and that of an interested internal employee should be no greater than \$5000 per annum. Where an internal employee fills a temporary position under these circumstances, the vacancy created must be advertised within twenty-eight (28) days of the position being vacant.

15. PERFORMANCE EVALUATION AND REWARD.

- (i) 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 is essential to effective performance.
- (ii) 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.
- (iii) A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.
- (iv) This Agreement recognises that all employees should have on-going feedback about performance with the minimum of an annual review.

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.

16. 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 project team.

The parties agree that in relation to Quality Workstyle that,

- (i) Employees, Unions, Management and elected members of Council will embrace the philosophy of Quality Workstyle and demonstrate advances in this regard, working with Unions and Management, in a co-operative environment to achieve Council's vision
- (ii) Council will provide the necessary training for its employees and Councillors to participate in Quality Workstyle.
- (iii) Council will ensure that all new staff are released in order to attend training.
- (iv) All new staff will participate in Quality Workstyle training within three (3) months of their commencement date.
- (v) Council will pay a productivity bonus at the end of each year of this agreement within the first quarter of the following year.

- (vi) The Council agrees to pay an annual bonus at 100% of all improvements providing that it can be demonstrated that the gains can be sustained. The bonuses will accumulate on a three-year rolling basis, that is in year 3, years 1, 2 and 3 of ongoing productivity bonuses will accumulate and be paid. In year 4 the ongoing bonuses for year 2, 3 and 4 will be paid etc. Any future savings after this period will be used by Council to improve services to the community.
- (vii) Productivity will be measured in accordance with the Quality Workstyle Indicators (QWI) developed by work teams and agreed to by the parties. The Internal Auditor will be responsible for monitoring and measuring the quantum of any increase in productivity in accordance with the indicators developed. The Internal Auditor will supply on request details of these calculations to Union or employee representatives.
- (viii) The productivity bonus will be paid to all employees employed at the closing date for calculations, ie the anniversary date of this agreement. The bonus will be paid in full to all permanent full time employees who have been employed for the relevant 3-year period. For all other employees the bonus will be paid on a pro rata basis.
- (ix) The bonus will not be paid to any employee who leave Council of their own volition, except for those employees retiring during the period up to payment of the bonus. Payment shall be only for that year – not the 3-year value of the bonus.
- (x) The bonus will not be paid to any employee terminated by Council for misconduct

17 SICK LEAVE BONUS INDOOR STAFF

As an incentive to eliminate unnecessary sick leave, a bonus shall be paid upon termination to permanent indoor staff with at least 2 years continuous service calculated as follows:

- (i) The bonus will be equal to 50% of the value of untaken sick leave accrued between the date of signing this agreement and termination
- (ii) The value will be calculated using the pay rate applicable to the employee's classification at the termination date
- (iii) Payment shall not be made to any employee who is summarily dismissed or terminated on disciplinary grounds
- (iv) Sick leave accrued from the signing of this agreement will be the first leave utilised. When such leave has been exhausted then leave accrued prior to the signing of this agreement shall be utilised.
- (v) Sick leave accrued at Lake Macquarie City Council prior to the 15 February 1993 will be paid as per the provisions of the employees conditions of employment and the changes to the sick leave legislation at that time.

- (vi) Sick leave accrued between the 15 February 1993 and the signing of this agreement will not be paid on termination but will be eligible to be used by the employee when leave accrued for this bonus has been exhausted.
- (vii) Sick leave transferred from other Local Government authorities will not be calculated or paid as part of this bonus. Only leave accrued whilst an employee of Lake Macquarie City Council shall be paid. Leave transferred shall be utilised once that leave accrued at Lake Macquarie City Council is exhausted.

18. DISPUTES/GRIEVANCE RESOLUTION PROCEDURES.

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

The aim of this procedure is to ensure that where there is a potential for dispute, agreed steps are followed to ensure prompt resolution by conciliation in good faith. These steps should start at the workplace and involve minimum formality initially, however, if unable to be resolved should then require the completion of Council's Grievance/Disputes notification form.

18.1. 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.

18.2. 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.

18.3. Lack of Agreement at Job Level

If agreement cannot be reached at job level, the employee(s) or the employee's representative shall discuss the matter in dispute with the relevant manager or their representative.

The manager may be able to resolve the matter quickly to the employee's satisfaction. If not, then a meeting shall be held between the employee(s), the person in charge, and the manager to discuss the grievance or dispute and the remedy sought within three working days of notification.

After meeting with the manager the employee must respond within 14 days to any resolutions discussed at the meeting and indicate whether they wish to continue with the dispute/grievance.

18.4. Lack of Agreement at Manager Level.

If agreement cannot be reached at manager level, then the matter will be referred in writing to the General Manager, or his nominee for determination.

The General Manager shall provide the employee(s) with a written response within five working days of being notified. The response shall include the reasons for not implementing any proposed remedy.

After receiving the response from the General Manager the employee must respond in writing, within 14 days to such response and indicate whether they intend to continue with the dispute/grievance to the Industrial Relations Commission.

18.5. The Industrial Relations Commission

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

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

18.6. Continuity of Work and Representation

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

At any stage in the above procedures, a party to the grievance or dispute may:

- request the involvement of higher level management;
- seek assistance from a representative of the employee's Union; or
- seek assistance from the Local Government Association.

19. OCCUPATIONAL HEALTH AND SAFETY.

Safety Clothing and Equipment.

All parties bound by this agreement agree to comply with the relevant Occupational Health and Safety legislation and Council policies and procedures covering the Sun Protection Policy and the Safety Footwear Policy and any other Occupational Health and Safety Policy developed in accordance with the Occupational Health and Safety obligations.

20 REDEPLOYMENT AND REDUNDANCY.

20.1. Job Size Change.

This sub-clause only applies in the case of a restructured position and not in the case of a position which is re sized as a result of natural evolution.

- (i) Sometimes technological change or a shift in business focus will require that individual positions in the organisation must change in some way. Sometimes this will mean that different skills or knowledge will be required by the job and new or different tasks will have to be performed.
- (ii) Ideally these changes should be made when the position or positions is/are vacant so that changes will not adversely affect an employee. However, on those occasions where an employee is operating in the position to be changed, the general principles of this clause should apply.
- (iii) 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 Group Manager in conjunction with the Executive Management Committee must 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:-
 - (a) If the difference between the current total remuneration of the employee and the remuneration of the redesigned position is less than 10%, then the employee shall be assessed as to their suitability for the position and if they meet all the essential criteria then they will be placed directly into the new position, if they so desire. Where there is more than one employee affected by a restructure, who possess the essential criteria and expresses an interest in the restructured position, then, a merit based selection shall be undertaken to determine the most suitable person for that position. .
 - (b) If the difference in pay as determined in (a) above is greater than 10%, or the person does not meet all the essential criteria, then the position shall be advertised internally and may also be advertised externally in accordance with Council's procedures.

- (iv) This decision will then be submitted to the Consultative Committee for consideration and recommendation to the executive.
- (v) 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.

20.2 Redeployment

- (i) The primary option for dealing with employees whose positions are surplus to organisational needs shall be redeployment. Other options that should be explored are temporary redeployment, job-share, part-time employment, phased retirement, long service leave, annual leave and leave without pay. Council may offer voluntary redundancy (at the discretion of the General Manager) if other options are not found to be appropriate.
- (ii) 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 may also be done by the relevant Manager or Group Manager in the presence of the employee's union representative. At this stage the employee should be advised in general terms of the options available to them especially in regards to redeployment.
- (iii) 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.
- (iv) 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.
 - 1. Employees will be encouraged to and should apply for vacant positions for which they believe they suit the selection criteria.
- (v) Subclause 20.2(iv) of this clause shall not override any agreements regarding maintenance of pay in existence at the time of the signing of this Agreement.
- (vi) 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.

- (vii) 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.
- (viii) At the conclusion of the redeployment period, the employee will be appointed to a vacant establishment position which 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.

20.3 Redundancy

20.3.1 Voluntary redundancy

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 20.2 of this clause have been examined. In the event that an employee is offered and accepts voluntary redundancy provisions as defined by the Local Government (State) Award shall apply.

20.3.2 Involuntary or forced redundancy.

- (i) Involuntary redundancy shall apply where Council cannot provide or offer a redeployment position that has comparable skills and accountability level and with remuneration no less than one job grade below the position previously held by the employee.
- (ii) Where the General Manager has made a definite decision that he has no option but to make an employee redundant, the General Manager shall notify the Consultative Committee, the employee who will be affected and the union to which they belong.
- (iii) The notification shall take place as soon as practicable after the General Manager has made a definite decision, which shall invoke the provision of paragraph (i) of this subclause. Such notification 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.
- (iv) Employees accepting an involuntary 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.
- (v) Any employee made redundant may not apply for another position within Council or act as a Consultant to Council until the time equal to their redundancy pay out 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.
 - (vi) Once a 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.
 - (vii) Employees accepting a 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.

20.4 Severance Pay

- (i) In addition to any required period of notice and subject to the Notice of Termination clause of the Local Government (State) Award 2000, the employee/s, when made redundant involuntarily 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

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

- (ii) Nothing in this clause shall restrict an employee with ten- (10) years service or more and Council from agreeing to further severance payments.

21. USE OF EXTERNAL RESOURCES.

21.1 Hire of Contract Labour

- (i) Council may hire in Contract Labour (skilled and unskilled) as needed on a daily basis provided that such labour is monitored and reported to a union delegate and/or the Consultative Committee. Any agreement to use in excess of fifteen (15) people will not be unreasonably withheld.
- (ii) Position(s) which are occupied by casual, temporary or labour hire employee(s) will be reviewed on a quarterly basis to establish whether the position(s) are ongoing and are required to be filled with permanent, permanent part time, or seasonal employees.

21.2 Volunteers

- (i) It is agreed between the parties that Council may encourage members of the community to volunteer their services on a non-payment basis to carry out tasks on Council's behalf.
- (ii) 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.

21.3 Community Service Order Workers

- (i) 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.
- (ii) 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.
- (iii) 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.

22 UNION MEETINGS

- (i) Up to two (2) hours per calendar year can be used for authorised Union Mass Meetings.
- (ii) Such meetings will be paid meetings provided that:-
 - A request to hold a meeting is received at least one (1) week prior,
 - The cumulative total hours for any one calendar year is no longer than two (2) hours of working time,
 - Normal work resumes at the end of the meeting.
- (iii) Council may, at the discretion of the General Manager, authorise meetings to exceed this amount of hours.

23 LICENCE REIMBURSEMENT OUTDOOR STAFF

- (i) Outdoor staff who are required as part of the normal course of their duties to drive a vehicle shall be reimbursed the cost of holding the licence necessary to drive such vehicle.
- (ii) 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.

- (iii) This reimbursement shall not apply to any indoor staff as this benefit has been incorporated into the indoor employees' rate of pay.

24. EXTERNAL CONTRACT WORKS

(i) Council and staff recognise that carrying out of external work provides significant benefit for both parties. These benefits include:

- Preparation for compulsory competitive tendering should it be introduced by the State Government in the future.
- Training for staff in tendering, contract administration, customer service, and business skills and working in a competitive environment.
- Additional income for the organisation that can lead to improved/expanded services for the community.
- Ability to purchase better plant, equipment and other facilities for the business units and for the organisation.
- Improved efficiency.
- Improved staff morale.
- Improved public image for Council.
- Improved security of employment, as we become more competitive.
- Council will make available all resources for the preparation of tenders and quotes.

(ii) It is recognised that benefits can be gained for both parties in putting some internal Council works out to contract. These benefits include:

- To be fair and equitable to all concerned, staff, Council and private contractors.
- The rate payer can be assured of competitive provision of services.
- The high internal workload peaks can be covered by contractors.
- The business units can concentrate on core activities that they do best and let contractors do what business units are less competitive at.
- This in turn enables the business units to become more competitive at their core activities.
- Some high-risk problem jobs could be put out to contract.
- Contractors can be compared with Council's business units on Council works where there are many difficulties, such as: traffic, pedestrians and services.
- More Competitive business units through having higher skilled staff.

(iii) These benefits will be achieved by:

- Each business unit will be encouraged to seek external contractual works.
- For every one (\$1.00) dollar of direct expenditure incurred in carrying out external contractual works a maximum of fifty (50%) percent of equivalent Council works may be tendered openly.
- This does not apply to activities normally carried out by contractors under Council's annual tender to supply, deliver and install engineering material, or other authorities.
- Each business unit is to be treated separately when applying this formula.
- Staff representatives within the relevant business unit and the business unit capable of carrying out the work must be consulted and a Union representative is to be notified before Council works are put out to tender.

25 BENEFIT VALUATION

- (i) 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, for outdoor staff.
- (ii) These values have been used to increase the indoor staff's rate of pay by 1.875% in line with their acceptance of this new agreement.

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

26. TERM AND REVIEW.

26.3 Term of Agreement.

- (i) This agreement shall operate from the date of registration and shall remain in force for a period of three (3) years.
- (ii) The rates of pay contained in Attachment # 1 to this Agreement take effect on and from the date of registration.

26.4 Review of the Agreement.

- (i) 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.
- (ii) 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.

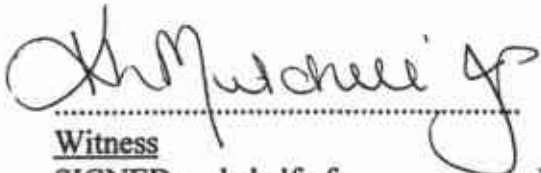
26.5 Renegotiation of the Agreement.

- (i) The parties agree to commence negotiations on a new Agreement no later than six (6) months prior to the termination of this Agreement.
- (ii) During the six months of deliberations the parties will meet in order to seek agreement/resolution of any issues.

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



.....
General Manager

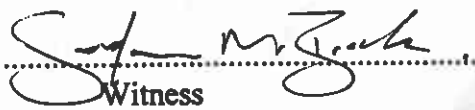


Witness
SIGNED on behalf of)
FEDERATED MUNICIPAL)
& SHIRE COUNCIL EMPLOYEES)
UNION)
in the presence of)
)



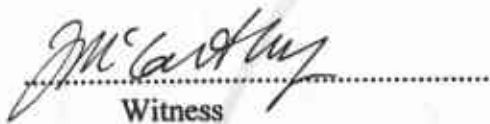
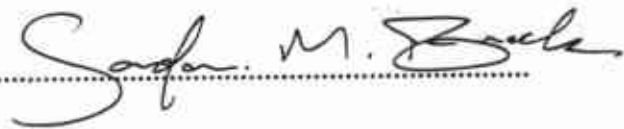
.....
Witness

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.

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:-

Basic Level	100%
Competency Step 1	102.5%
Competency Step 2	105%
Competency Step 3	107.5%

(see attached schedules)

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 crieria 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 affective 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.

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

MINIMUM ENTRY LEVELS	Indoor Staff	Outdoor Staff
Band and Level	\$	\$
OL2	466.80	459.70
OL3	518.00	509.50
OL4	579.30	568.90
AT1	572.80	562.90
AT2	656.80	645.40
AT3	786.20	772.30
PS1	656.80	645.40
PS2	786.20	772.30
PS3	915.60	899.40
PS4	1109.70	1090.20
EX1	1044.90	1026.60
EX2	1303.80	1280.70
EX3	1627.20	1598.30
EX4	1950.40	1915.90
As from 30 October 2000		

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

GRADE	BASIC LEVEL	<i>Outdoor Staff</i>		
		SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	458.40	469.80	481.50	493.50
2	474.60	486.40	498.50	510.90
3	490.90	503.10	515.60	528.40
4	507.60	520.20	533.20	546.50
5	527.10	540.20	553.70	567.50
6	546.80	560.40	574.40	588.70
7	566.40	580.50	595.00	609.80
8	591.30	606.00	621.10	636.60
9	616.40	631.70	647.40	663.50
10	641.50	657.50	673.90	690.70
11	683.20	700.20	717.60	735.50
12	725.50	743.60	762.10	781.10
13	767.20	786.30	805.90	826.00
14	809.10	829.20	849.80	871.00
15	851.00	872.20	893.90	916.20
16	893.10	915.30	938.10	961.50
17	956.00	979.80	1004.20	1029.20
18	1018.60	1044.00	1070.00	1096.60
19	1081.40	1108.30	1135.90	1164.20
20	1144.40	1172.90	1202.10	1232.00
21	1207.40	1237.50	1268.30	1299.90

As from 30 October 2000

Wage per week

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

<i>Indoor Staff</i>		<i>Includes benefit valuation of 1.875%</i>		
GRADE	BASIC LEVEL	SKILL STEP 1	SKILL STEP 2	SKILL STEP 3
	\$	\$	\$	\$
1	467.00	478.60	490.50	502.70
2	483.50	495.50	507.80	520.40
3	500.10	512.60	525.40	538.50
4	517.10	530.00	543.20	556.70
5	537.00	550.40	564.10	578.10
6	557.10	571.00	585.20	599.80
7	577.00	591.40	606.10	621.20
8	602.40	617.40	632.80	648.60
9	628.00	643.60	659.60	676.00
10	653.50	669.80	686.50	703.60
11	696.00	713.30	731.10	749.30
12	739.10	757.50	776.40	795.70
13	781.60	801.10	821.00	841.40
14	824.30	844.80	865.80	887.40
15	867.00	888.60	910.70	933.40
16	909.80	932.50	955.70	979.50
17	973.90	998.20	1023.10	1048.60
18	1037.70	1063.50	1090.00	1117.10
19	1101.70	1129.10	1157.20	1186.00
20	1165.90	1194.90	1224.70	1255.20
21	1230.00	1260.60	1292.00	1324.20

As from 30 October 2000

Salary per week

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

	Indoor Staff	Outdoor Staff
Operational Band, Level 1	\$	\$
T1 at 15 years of age	234.70	230.90
T2 at 16 years of age or School Certificate	292.80	287.90
T3 at 17 years of age	344.50	338.80
T4 at 18 years of age or over or HSC	402.80	395.90
T5	461.10	453.30
T6	497.90	489.30
T7	522.50	513.60
T8	547.60	538.30
T9	572.80	562.80
T10	598.80	588.30
Note T stands for Trainee		

Local Government (State) Award 2000.
Clause 20E (xvi) – Traineeship Wage Rates

School Leaver	Highest Year of School Completed.		
	Year 10 \$	Year 11 \$	Year 12 \$
	142.00 (50%)	176.00 (33%)	241.00
	165.00 (33%)	198.00 (25%)	
Plus 1 year out of school	198.00	241.00	281.00
Plus 2 years	241.00	281.00	327.00
Plus 3 years	281.00	327.00	374.00
Plus 4 years	327.00	374.00	
Plus 5 years or more	374.00		

ALLOWANCES

Table 1

Clause No.	Title	Applicable as from 30 October 2000
LMCC Enterprise Agreement		
3.1	Disability Allowances	\$0.65 ph or \$24.40 pw
3.2	Sewer Chokes	\$5.20 per choke
4.1	Travelling Allowance within Council Boundaries - Outdoor Staff 3 Km or less (a) Greater than 3 Km (b) Follow the Job	\$1.65 pd \$3.32 pd \$6.92 pd
4.4	Shift Allowance Cleaners Library General Workshop	\$7.31 pd \$13.69 pd \$12.09 pd \$1.29 ph
4.5	First Aid Allowance	\$8.81 pw

Table 2

Local Government (State) Award

8 (i)	Disability Allowance	\$0.25 ph or \$9.20 pw
8 (ii)	Disability Allowance	\$0.65 ph or \$24.40 pw
9 (ii)(a)	Tool Allowance Bricklayer Carpenter & Plumber Metal & Mechanical Trades Painter & Signwriter Plasterer	\$13.50 pw \$18.90 pw \$18.90 pw \$4.50 pw \$15.50 pw
9 (ii)(d)	Insurance Value	\$1,098.00 pa
9 (v)(a)	Car Allowances Under 2.5 litres 2.5 litres and over	\$0.49 per km \$0.57 per km
9 (v)(b)	Minimum quarterly payment	\$1,613.00
9 (vi)	Travelling Allowance - Indoor Staff 3 - 10 km 10 - 20 km 20 - 33 km 33 - 50 km Each additional 10 kms	\$2.93 pd \$4.62 pd \$7.09 pd \$8.46 pd \$1.97 pd
9 (vii)	Camping Allowance	\$19.10 pn
12B (i)(a)	Community Language Allowance	\$13.14 pw
14B (iii) (iv) (v)	On Call Allowance on ordinary working days on other days maximum per week	\$12.10 pd \$23.70 pd 71.40 pw
14D (i)(ii)(iii)	Meal Allowance	\$7.20
33 (vi) (a) (b)	Saving and Transitional West of the Line Allowance Climatic Allowance	\$3.90 pw \$3.90 pw

ITEM NO.: C98

FILE NO.: 3/70/534/001

688

SUBJECT: Works Assistants - Competency System**PRECIS:**

The aim of this report is to seek Exman's support for an expanded Works Assistants competency system for CivilLake.

RECOMMENDATION:

1. That Exman supports the expanded Works Assistants competency system as outlined in this report
2. That the proposal be referred to the next meeting of the Consultative Committee for consideration

REPORT BY: Manager CivilLake Construction - Glen Walker

BACKGROUND:

In August, 1997 a number of positions in CivilLake were placed under a single position called Works Assistant. Although the staff were previously under separate classifications they often carried out similar duties and had developed a wide variety of skills. By placing the staff under one classification, multiskilling was able to be better rewarded and encouraged.

The staff were assessed against a range of compulsory and elective competencies and they were assigned points for the number of skills they had attained. Based on the assigned points, each person was placed on a grade and skill step ranging between grade 3 and grade 7. A total of 64 staff were transferred to the Works Assistant position.

A proposal was recently developed to expand the Works Assistant concept to include all field based wages staff in CivilLake except Site Supervisors and some Gangers. This would result in 57 additional staff being changed to Works Assistants. The additional positions that were proposed to be incorporated in the Works Assistant's position are provided below:

<u>Existing Classification</u>	<u>Existing Grade</u>
8 Tonne Truck Driver	Grade 5
8 Tonne Watercart Driver	Grade 5
Smooth Drum Vib Roller Operator	Grade 5
Rubber Tyred Roller Operator	Grade 5

Rotary Broom Operator	Grade 5
12 Tonne Truck Driver	Grade 7
12 Tonne Watercart Driver	Grade 7
Seals Truck Driver	Grade 7
Jutemesh & Erosion Control Operator	Grade 7
Slope Mower Operator	Grade 7
Backhoe Operator	Grade 7
Loader Operator	Grade 7
Ganger Minor Maintenance	Grade 7
Suction Sweeper Operator	Grade 8
Prime Mover and Float Operator	Grade 8
Excavator Operator	Grade 8
Ganger Pit Crew	Grade 8
Ganger Flocon Truck	Grade 8
Ganger Assistant Seals	Grade 8
12 Tonne Truck & Trailer Operator	Grade 8
Grader Operator	Grade 9
Quarry Assistant	Grade 9

A team of 20 representatives from CiviLake was formed to further develop this proposal. A Quality Workstyle Facilitator, Steve Goodbun was also assigned to the team. The objective of the team was to develop guidelines for reviewing the system to address any staff concerns and to enable an objective method of assessment. The system has now been developed to the satisfaction of the team and most of the staff, and approval from Exman and the Consultative Committee is now needed.

PROPOSAL:

Under the expanded Works Assistants proposal the grades will range from grade 3 to grade 10. As with the original concept, the number of skill steps would be reduced to two for each grade so that the pay rates do not overlap between grades. This will result in a Works Assistant position with 16 pay steps, ie:

Grade 3	Skill Step 2
Grade 3	Skill Step 3
Grade 4	Skill Step 2
Grade 4	Skill Step 3
Grade 5	Skill Step 2
Grade 5	Skill Step 3
Grade 6	Skill Step 2
Grade 6	Skill Step 3
Grade 7	Skill Step 2
Grade 7	Skill Step 3
Grade 8	Skill Step 2
Grade 8	Skill Step 3
Grade 9	Skill Step 2
Grade 9	Skill Step 3
Grade 10	Skill Step 2

Grade 10

Skill Step 3

The attached document provides the competency descriptions for the proposed revised Works Assistant position. To achieve a certain grade and skill step, a staff member must have acquired the compulsory competencies and also a required number of elective points. The elective competencies are grouped into Categories eg Asphalt Works, Plant Roller Operation, Truck Operation etc. There can be several Levels of competencies within each Category which are shown as A, B, C etc. A maximum of one Level for each Category can be included in the calculation of the elective points.

The calculation of a person's elective points is a three stage process:

- The first stage is the assessment of the person's Available Skills. These are the skills the person has attained and is prepared to make available to CiviLake. For example, if a person has grader operator skills and he/she is prepared to use these skills then the points allocated for these skills are recorded. However, if the person has the skills but does not want to make them available then no points are recorded. Similarly, in the future if the person has the skills and no longer wants to use them, then the associated points would be deleted from the person's assessment.
- The second stage is the assessment of an Importance Factor for each of the person's skills. This factor is a measure of the importance of each skill for the person to carry out his/her role in the organisation. One factor is chosen for each skill from the following list:
 - (1) The skill is of high importance for the person to carry out his/her role in CiviLake. The skill is often used
 - (0.6) The skill is of medium importance for the person to carry out his/her role in CiviLake. The skill is occasionally used
 - (0.3) The skill is of low importance for the person to carry out his/her role in CiviLake. The skill is rarely used
 - (0) The skill is not needed for the person to carry out his/her role in CiviLake. The skill is never used.
- The third stage involves multiplying the Available Skills points by the assigned Importance Factor for each skill and then adding them all up to obtain the elective points.

Based on the initial assessment, staff will be placed on the applicable grade and skill step and back payments will be made where applicable as covered further below. The ongoing assessment of staff's skills will then be carried out once per year to determine whether they progress further up the skill step pay ladder. Although the current competency system for the organisation only permits staff to progress a maximum of one skill step per year, it is proposed to allow Works Assistants to progress a maximum of 4 skill steps per year to encourage and reward multiskilling. Given that this system would replace the current practice where staff can progress several grades at a time through the appointment to a new position, this is considered a fair approach.

As Exman is aware, under the Enterprise Agreement, competency standards are to be developed for each position. Staff are to be assessed against the competencies and placed on a skill step relevant to the grade of the position, ranging from basic to skill step 3. Any pay increases due to the initial competency assessments are to be backdated to September, 1996. Under the Works Assistants concept it is proposed to transfer staff on to this system and calculate back pays using the method below. This method will ensure Works Assistants are not disadvantaged compared with the current system but will also ensure the back payments are not much higher than they would have been under the current system:

- If the person is rated at skill step 3 of his/her current grade or lower then the person will be placed on skill step 3 of his/her current grade.
- If the person is rated higher than skill step 3 of his/her current grade, then the person will be placed on the new rated grade and skill step.
- Back payment will be calculated based on skill step 3 of the person's current grade.

It is considered reasonable to back pay staff based on skill step 3 of their current grading as all of the staff involved would almost certainly have been placed on this skill step if they had been assessed under the corporate competency system. For the staff involved, the average length of service with Council is 13 years and no one has a length of service under 4 years. Most of the staff have been carrying out their current roles for many years and are at a high level of competency.

The staff previously transferred to Works Assistants will be re-rated under this revised system at their next annual competency review in September. It is unlikely that this revised system will result in current Works Assistants being rated lower than their current rating, however if this occurs, it is not proposed to drop them to a lower grade and skill step. If current Works Assistants are entitled to a higher grade and skill step after being assessed under this revised system then they will be raised to the higher level, however no additional back payments will apply in this case.

Staff initially raised concern that people who were on the same pay rates previously will now be paid at different rates. It has been explained that under the current system staff who are paid at the same hourly rate actually often receive different weekly pays due to working in higher duties. This system removes the higher duty pay rates for the positions incorporated in the Works Assistants and pays for skills available and used by the organisation. Higher grade pays would still apply if Works Assistants carry out higher duties outside the Works Assistants eg as a Site Supervisor. Also, this new system will reward people who want to progress further without disadvantaging people who are happy to stay at their current level.

Concern has been raised that if plant and trucks do not have permanent operators or drivers the machines would be neglected. To address this, it is proposed to assign a caretaker to each machine who would have overall

responsibility for the care of the machine. The roles of the caretaker would be similar to the current roles of permanent operators and drivers. The caretaker would be given first priority for operating the machine if the person is not needed on other activities. A caretaker would not be allocated to duties away from his/her allocated machine for unreasonable periods of time. Any concerns regarding abuse of this requirement would be referred to the CiviLake Representatives Team which is covered further below. Initially, each current permanent operator or driver would be assigned as the caretaker of their machine. If a caretaker's role becomes vacant, it will then be filled using a selection process which is also covered below.

Plant checklists have also recently been introduced to ensure operators carry out the necessary daily checks and maintenance. Each day the operator or driver marks off each item on the checklist to indicate that he/she has carried out the necessary activities, eg checking oil, tyres, cleaning etc. Spot checks will be made to ensure everyone completes the daily checklists and maintains the machines correctly.

To ensure everyone gets an opportunity to be considered for developing more skills it is proposed to have a system of internally advertising for expressions of interest. For example, if it is intended to enable five more staff an opportunity to gain an 8 tonne truck driver's licence, expressions of interest will be called. The individual skills where this procedure will be followed will need to be determined. Skills such as laying pipes could simply be developed informally, as occurs now, without calling expressions of interest. Similarly, if a machine caretaker's role becomes vacant, eg due to retirement or the purchase of an additional machine, expressions of interest will be called for a new caretaker.

It is proposed to form a CiviLake Representatives Team, similar to the one that considered this proposal, which would meet regularly to deal with a range of CiviLake issues. This team would be elected by CiviLake staff annually and would represent all areas of the operations. Staff have suggested that the Representative Team could be involved in the following types of matters:

- selection of staff for training and skills development
- filling vacant machine caretaker roles
- staff discipline
- resource sharing
- further development of this system and resolution of issues
- induction of new employees into CiviLake

When expressions of interest are called for training and skill development or for a new machine caretaker, the CiviLake Representative Team would select the staff from the applications received. The team may assign a smaller selection panel with representatives from management and staff to carry out this function. A range of criteria would be used in the selection process to ensure it is fair and equitable, which would include:

- adaptability

- reliability
- enthusiasm
- ability
- relevance of the skill to the roles that the person performs in the organisation.

Selection will be based on merit, however if two or more applicants cannot be separated using the merit based selection criteria, then the person with the longest length of service within the organisation will be given priority. An appeal process would also be established for unsuccessful applicants, which may include a panel with representatives from management and staff.

The assessment of staff skills, including the importance factors, will be carried out by an accredited internal assessor. The person being assessed will be present during the assessment. If agreement cannot be reached on any aspect of the assessment, the matter would be referred to the CiviLake Representative Team for determination.

It is proposed to eventually develop a career path for each person so that the ongoing development of skills fits into the person's long term career plan.

CONSULTATION:

Consultation has occurred with CiviLake staff, the Human Resources Department and the MEU. A preliminary assessment of the relevant staff has been carried out to determine their likely grades and skill steps and despite some initial concerns, the vast majority of CiviLake staff now support the proposal. The Representative Team that assisted with the development of the system, the Manager Human Resources and Larry Campton from the MEU have all shown strong support for the proposal.

POLICY/PLANNING IMPLICATIONS:

This proposal does not conflict with the Award, Enterprise Agreement or Council policies.

FINANCIAL IMPACT:

Based on the preliminary assessment of staff, the average increase in pay for each of the relevant staff members is likely to be approximately \$25 per week. This compares favourably with the average pay increase of \$23 per week awarded to the original Works Assistants, given that this second group is mainly made up of the higher skilled gangers and plant operators.

As previously stated, all of the relevant staff would almost certainly have been assessed at skill step 3 of their current grade under the existing organisational



LAKE MACQUARIE CITY COUNCIL POSITION DESCRIPTION

Position Title:	Works Assistant	Group:	Operations
Occupant:		Department:	CiviLake
Reports to:	Projects, Services & Resources Coordinators	Section:	Projects, Services & Resources
Grade:	Grades 3 to 10 - subject to Competency Assessments	Effective Date:	

1. Organisational and Purpose Context

Responsible for undertaking a variety of field duties associated with the construction and maintenance of roads, drainage, cycleways, silt traps and associated facilities.

2. Key Selection Criteria

(These should be any mandatory qualifications, experience, skills or knowledge. Each criterion should be a succinct statement of one key quality.)

Selection will be based on the following criteria as approved by the CiviLake Representative Team:

- Adaptability
- Reliability
- Enthusiasm
- Ability
- Relevance of the skill to the roles that the person performs in the organisation

3. Relevant Position Information

(List any information that may assist the appointee in the successful performance of this position, e.g constraints, requirement for travel, shift work, open spread of hours, or work location)

4. Occupational Health and Safety Responsibilities

Employees

Must take reasonable care of the health and safety of themselves and other persons at the workplace, use or wear personal protective clothing, equipment required by Council and comply with legislative requirements and Council's policies and procedures dealing with Occupational Health and Safety.

competency system due to their extensive experience in their current roles. Based on this assumption, the average pay increase per person would have been approximately \$19 per week if this proposal was not developed.

The payment of staff of the additional amount is justified for the following reasons:

- the current classifications do not sufficiently recognise the diverse skills utilised
- greater flexibility and increased efficiency will be achieved
- higher grade payments will no longer apply for the positions incorporated in the Works Assistant position

As previously stated, it is proposed to calculate the back payments based on skill step 3 of the staff's current grades which is an average of \$19 per week per person.

OPTIONS:

Exman could choose to abandon this proposal and have the relevant staff assessed under the existing organisational competency system. However this is not recommended due to the significant advantages for the organisation and staff associated with this proposal.

CONCLUSION:

This proposal is the result of strong cooperation and synergy between management and staff in CiviLake. It aims at providing a fair and equitable means of encouraging and rewarding multiskilling while still recognising specialist areas. CiviLake will benefit through improved efficiencies and long term competitiveness which in turn can lead to greater opportunities for staff to develop more skills and progress further than they otherwise may have. The ultimate beneficiaries will be the ratepayers and residents of the City of Lake Macquarie.

5. Equal Employment Opportunity Responsibilities

Employees

Must take all reasonable measures to ensure they do not discriminate against or harass other employees or customers and that they comply with Equal Employment Opportunity legislation requirements and Council's policies and procedures dealing with Equal Employment Opportunity.

6. Duties / Competencies

Under the Works Assistants system the grades range from 3 to 10. There are two skill steps for each grade, which means there are 16 pay steps. Below are the compulsory competencies and the required elective points for each pay step. The elective competency descriptions are attached as a separate document. To achieve a certain grade and skill step, a staff member must have acquired the compulsory competencies and also the required number of elective points. The elective competencies are grouped into Categories eg Asphalt Works, Plant Roller Operation, Truck Operation etc. There can be several Levels of competencies within each Category which are shown as A, B, C etc. A maximum of one Level for each Category can be included in the calculation of the elective points.

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- The third stage involves multiplying the Available Skills points by the assigned Importance Factor for each skill and then adding them all up to obtain the elective points.

Based on the initial assessment, Works Assistants are placed on the applicable grade and skill step. The ongoing assessment of staff's skills are then carried out once per year (if requested by the employee) to determine whether they progress further up the skill step pay ladder. Works Assistants can progress a maximum of 4 skill steps per year.

UNIT	COMPETENCY	ELEMENTS
CORE LM00001 LM00002 LM00003	<ul style="list-style-type: none"> • Work effectively in a team environment • Provide effective service to customers • Identify and develop organisation improvement and change strategies 	All All All
LM00004 LM00012 CU07021 CU09026	<ul style="list-style-type: none"> • Apply EEO policies, procedures and principles • Maintain an environmentally sound workplace • Follow defined OHS policies and procedures • Undertake workplace learning 	All All All All

<u>GRADE 3 SKILL STEP 2</u>	<ul style="list-style-type: none"> • Correct completion of timesheets • Drive a motor vehicle requiring a Class 1A licence • Undertake traffic control using stop/slow signs and two-way radio • Manual labouring skills (eg hand mowing, cleaning open drains etc) • Skills in patching of potholes • Communicate verbally and in writing at a routine level • Correctly select and use personal protective equipment • Carry out manual excavation • Use basic hand tools and equipment (eg mowers, edgers, plate compactors etc) <p>* Electives – Nil</p>	
<u>GRADE 3 SKILL STEP 3</u>	<ul style="list-style-type: none"> • Tally loads • Locate without damaging utility services using hand tools with guidance • Correct placement of signs under direction (which requires signs placement to AS 1742 - 1995) • Maintain drainage system • Install and maintain erosion & sediment control measures under direction <p>* Plus 6 Electives Points</p>	
<u>GRADE 4 SKILL STEP 2</u>	<ul style="list-style-type: none"> • Follow internal stores ordering and collection procedures including completion of relevant documentation • Receive and check goods & services • Carry out measurements • Locate without damaging services manually unsupervised • Use basic power tools • Use adhesives, fixings & fastenings • Carry out basic machine checks and maintenance • Ability to operate & maintain small plant & equipment (eg a quick-cut saw, power rammer and breaker, 2 tonne truck) <p>* Plus 11 Electives Points</p>	
<u>GRADE 4 SKILL STEP 3</u>	<ul style="list-style-type: none"> • Understanding of external purchase process (eg requisition & order numbers) • Promote accident prevention activities • Follow and understand operational or specification requirements (eg materials not to specifications) • Perform basic calculations (eg areas & volumes) • Skills in recognising a potential confined space defined by relevant legislative requirements <p>* Plus 17 Electives Points</p>	

<u>GRADE 5 SKILL STEP 2</u>	<ul style="list-style-type: none"> • Solve operational problems with little assistance • Resolve customer service issues and conflicts • Undertake tasks with minimal supervision exercising independence • Plan and organise work to meet desired outcome within agreed timeframe <p>* Plus 22 Electives Points</p>	
<u>GRADE 5 SKILL STEP 3</u>	* Plus 28 Electives Points	
<u>GRADE 6 SKILL STEP 2</u>	* Plus 33 Electives Points	
<u>GRADE 6 SKILL STEP 3</u>	* Plus 39 Electives Points	
<u>GRADE 7 SKILL STEP 2</u>	* Plus 44 Electives Points	
<u>GRADE 7 SKILL STEP 3</u>	* Plus 50 Electives Points	
<u>GRADE 8 SKILL STEP 2</u>	* Plus 55 Electives Points	
<u>GRADE 8 SKILL STEP 3</u>	* Plus 61 Electives Points	
<u>GRADE 9 SKILL STEP 2</u>	* Plus 66 Electives Points	
<u>GRADE 9 SKILL STEP 3</u>	* Plus 72 Electives Points	
<u>GRADE 10 SKILL STEP 2</u>	* Plus 78 Electives Points	
<u>GRADE 10 SKILL STEP 3</u>	* Plus 84 Electives Points	

8. Signatures

Job Occupant:

Date:

Immediate Supervisor:

Date:

Department Manager:

Date:

Employee Name: Employee Number: Date:.....

Competency	Level	Duration	Description	Assessment Method	Assessment Location	Assessment Date	Assessment Status
Administration / Financial	A	1	Basic skills with administration and financial matters eg maintain daily diary & daily cost sheets, complete basic forms; read and interpret correspondence				
Administration / Financial	B	3	Intermediate skills with administration and financial matters eg cost basic variations; prepare accident reports and other basic reports; prepare works as-ex plans				
Administration / Financial	C	6	Advanced skills with administration and financial matters eg interpret AS400 expenditure reports; prepare bar charts; prepare quotes; review and document operating procedures; follow quality assurance procedures				
Asphalt Works	A	2	Basic patching of small areas involving saw cutting, removal of material, placement of AC, raking & compaction to the required standard				
Asphalt Works	B	4	Intermediate skills in raking and placement of AC of large areas, deeplift placement to required standard				
Asphalt Works	C	6	Sound knowledge of asphalt specifications, terminology & principles; monitoring & recording of asphalt paver works				
Benkelman Beam Operation	A	3	Measuring & recording maximum deflections to NATA standards; supervision of support personnel; arranging maintenance & calibration of machines, interpretation of results, mark chainages to identify test areas.				
Benkelman Beam Operation	B	6	Perform Bowl Test to NATA standards; knowledge of pavement deflection principles; interpretation of results, maintain a file of all test documents				
Blockwork & Paver Laying	A	1	Minor repairs to pits, walls and paved areas				
Blockwork & Paver Laying	B	2	Construction of block walls with concrete infill; general laying of pavers				
Blockwork & Paver Laying	C	4	Complex blockwork eg keystones & cribblock walls including setting out footings and foundations; Complex paver work eg patterned & intricate cutting				
Bridge Maintenance	A	1	Basic skills in bridge maintenance eg knowledge of bridge and timber terminology, knowledge of correct lifting techniques				
Bridge Maintenance	B	3	Intermediate skills in bridge maintenance eg correct operations of specialised tools and equipment (oxy acetylene equipment, petrol drill), knowledge of bridge component placement techniques				

WORKERS ASSISTANT / GRADE 5/6/7/8 - COMPETENCY EFFECTIVE ASSESSMENT - REVISION 10/01

Employee Name: Employee Number: Date:.....

Competency	Level	Duration	Competency Description	Assessment		
				Assess	Pass	Fail
Bridge Maintenance	C	6	Advanced skills in bridge maintenance eg ability to identify and report sub-standard bridge components, undertake minor bridge repairs, knowledge of correct application of chemicals used on bridges; has scaffolders ticket			
Certificate - Superintendant	A	3	Successfully completed Municipal & Shires Superintendents Certificate or equivalent			
Certificate - Local Gov.	A	1	Successfully completed Tafe Local Government Certificate			
Certificate - Maint/Const	A	3	Successfully completed Tafe Civil Maintenance & Construction Certificate level 3 or equivalent			
Certificate - Horticultural	A	3	Successfully completed Tafe Horticultural Certificate or equivalent.			
Certificate - Bush regeneration	A	1	Successfully completed Bush regeneration certificate.			
Computers	A	1	Basic knowledge of personal computers; understands basic components of a PC; can input and extract data from established databases and spreadsheets; basic skills in word processing			
Computers	B	3	Intermediate skills in preparing spreadsheets and manipulating data; can format spreadsheets and word processing documents			
Computers	C	6	Advanced skills in spreadsheets, databases and word processes; understands terminology; can design and develop spreadsheets, databases and word processing documents			
Concrete - Extrusion Machine Works	A	2	Finishing surface; stormwater connections; laybacks; pram ramps; expansion joints			
Concrete - Extrusion Machine Works	B	4	Good knowledge of mould types; highly skilled in finishing, connections, transitions, bullnoses etc			
Concrete - Extrusion Machine Works	C	6	Operation of machine; set up string lines			
Concrete - General Works	A	1	Assist with basic formwork erection, reo fixing, shovelling concrete & basic finishing eg footpaving, drives, small slabs, repairs to pits			

MURPHY ASSOCIATES PTY LTD (U) COMPANY FORMER PUBLIC WORKS (CORPORATION) SERVICES (U) LTD

Employee Name: Employee Number: Date:.....

Code	Level	Hours	Description	Grade	Level	Hours
Concrete - General Works	B	5	Intermediate formwork erection, reo fixing, concrete placement & finishing eg pits, small culverts, large slabs, free hand screeding, use concrete vibrators, rotary finishing devices; calculate quantities; conversant with standards for driveways etc			
Concrete - General Works	C	10	Advanced formwork erection, reo fixing, concrete placement & finishing eg large culverts & headwalls over 2 metres; complex structures; knowledge of concrete terminology & principles eg water/cement ratio, air voids & their effect on strength & durability			
Concrete - Specialised Treatments	A	2	Skills in basic repairs using specialist treatments such as exposed aggregate, stencilcrete, epoxies, sprayed surfaces, silane treatment			
Concrete - Specialised Treatments	B	6	Advanced skills in treating large and complex areas in specialist treatments such as exposed aggregate, stencilcrete, epoxies, sprayed surfaces, silane treatment			
Contract Management	A	2	General skills in dealing with subcontractors, service providers and service authorities eg liaising on site, monitoring progress and checking quality of work			
Contract Management	B	5	Advanced skills in engaging, controlling and administering subcontractors, service providers and service authorities eg understanding specifications, obtaining quotations, checking against standards, checking variations and recommending payment			
Erosion & Sediment Control Works	A	2	Assess the need for & select appropriate erosion & sediment control devices in accordance with policies & procedures without guidance			
Tree & Shrub Activities	A	1	Basic skills in horticulture eg maintenance of landscaped areas; timber cutting and tree lopping on ground; (requires chainsaw ticket)			
Tree & Shrub Activities	B	2	Intermediate skills in tree felling, can fell large trees under supervision, has additional tree felling training, underpruning of trees and shrubs up to 3 metres			
Tree & Shrub Activities	C	6	Advanced arborist skills in pruning & shaping trees including the ability to work above 3 metres from a bucket/travel tower in accordance with policies and legislation inc 5099 certificate			
Jute Mesh Works	A	1	Basic skills in jute mesh placement, pinning, seeding and fertilising activities			
Jute Mesh Works	B	3	Advanced skills in jute mesh placement, seeding and fertilising activities; skills in emulsion spraying from trailer			

WORKS ASSISTANT/ GRANDE 3 TC (6) COMPETENCY SUBJECTIVES ASSESSMENT REVISION 1/01/01

Employee Name: Employee Number: Date:.....

Category	Level	Req	Competency Description	Assess	Pass	Fail
Jute Mesh Works	C	6	Thorough knowledge and skills in all aspects of jutemesh and emulsion spray works including competent setting up and operation of emulsion truck			
Landscaping	A	1	Basic skills in garden care and landscape work including planting out, mulching and weeding.			
Landscaping	B	3	Intermediate skills in garden care & landscape work including ability to work unsupervised, application of herbicide and fertiliser sprays to direction.			
Landscaping	C	6	Advanced skills in garden and landscape work including ability to set out landscape areas to prepared design or concept drawings, possesses horticultural cert.			
Materials Management	A	1	Basic skills to assist in assessing, ordering, receiving and using materials; eg collection of goods from the store;			
Materials Management	B	2	Intermediate skills to assist in assessing, ordering, receiving & using materials; eg calculate material quantities; order, receive & store bulk materials; tallying loads and docket completion			
Materials Management	C	4	Advanced skills to assist in assessing, ordering, receiving & using materials; eg plan material needs; perform complex calculations eg conversion from volumes to weights; interpret and use the annual materials tenders			
Pavement Works	A	1	Basic knowledge of pavement terminology eg base & subbase; basic knowledge of correct placement & compaction techniques			
Pavement Works	B	3	Knowledge of common material types, their uses, properties and special requirements; good knowledge of compaction and moisture requirements			
Pavement Works	C	6	Knowledge of soil mechanics & principles eg Knowledge of specialist material types & their properties eg bottom ash, mix 4,CBR, maximum dry density & optimum moisture content; knowledge of compaction test requirements & interpretation of results			
Pipe & Precast Culvert Works	A	1	Basic skills in pipe & precast culvert works eg lay subsoil lines & small pipes; repair pipe joints			
Pipe & Precast Culvert Works	B	2	Intermediate skills in pipe & precast culvert works eg lay medium to large pipes under supervision; shore excavation; correct bedding, slinging & joining techniques;			
Pipe & Precast Culvert Works	C	4	Advanced skills in pipe & precast culvert works eg lay all size pipes with no supervision ; knowledge of all facets of excavation, bedding, slinging & joining techniques; set up & use pipe laser			

Worksheet: COMPETENCIES - PLANT OPERATOR - COMPETENCY IDENTIFICATION - ASSIGNMENT - REVISION 1.0

Employee Name: Employee Number: Date:.....

Competency	Level	Hours	Description	Year 1	Year 2	Year 3
Plant Management	A	1	Basic skills to assist in assessing, ordering & using plant; eg select & order basic plant & equipment			
Plant Management	B	2	Intermediate skills to assist in assessing, ordering & using plant; eg select & order large plant & utilise efficiently; determine labour needs; awareness of annual plant tender conditions			
Plant Management	C	4	Advanced skills to assist in assessing, ordering & using plant; eg plan resource needs; determine truck haulage requirements; good understanding of plant functions; thorough knowledge of annual plant tender conditions			
Plant Operation - Backhoe	A	4	Basic skills in operation of backhoe; has Workcover backhoe ticket; operates in accordance with policies, procedures and legislation eg daily inspections & checks; can perform basic excavation and loading tasks			
Plant Operation - Backhoe	B	9	Intermediate skills in the operation of backhoe; can anticipate job requirements and act accordingly; requires little instruction; can vary methods of operation to achieve minimum damage to site			
Plant Operation - Backhoe	C	15	Highly skilled in the operation of backhoe; highly skilled in manoeuvring and excavating within confined areas and around services; can excavate to very small tolerances; sound knowledge of material weights and properties;			
Plant Operation - Drill Rig	A	1	Operation and maintenance of soils laboratory drill rig to basic standard in accordance with specifications, procedures and legislation eg basic bore holes			
Plant Operation - Drill Rig	B	2	Advanced operation and maintenance of soils laboratory drill rig to enable soil profile investigation and core sampling			
Plant Operation - Chipper	A	2	Trained & skilled in safe operation of mobile chipper in accordance with policies and standard operating procedures.			
Plant Operation - Stump Grinder	A	2	Trained & skilled in safe operation of stump grinder in accordance with policies and standard operating procedures, possess chainsaw ticket			
Plant Operation - Excavator	A	4	Basic skills in operation of excavator; has Workcover ticket; operates in accordance with policies, procedures and legislation eg daily inspections & checks, repair/maintenance reporting; can perform basic excavation tasks			
Plant Operation - Excavator	B	9	Intermediate skills in the operation of excavator; can anticipate job requirements and act accordingly; requires little instruction; can vary methods of operation to achieve minimum damage to site			
Plant Operation - Excavator	C	15	Highly skilled in the operation of excavator including long reach arm and rock hammer; highly skilled in manoeuvring and excavating within confined areas and around services;			

WORKS ASSISTANT - GRADE 2 (2011) - COMPETENCY ELEMENTS (ASSESSMENT) - REVISED (2011)

Employee Name: Employee Number: Date:.....

Competency	Level	Points	Competency Description	Assess	Pass	Total
Plant Operation - Forklift	A	2	Basic skills in operation of forklift; has Workcover forklift ticket; operates in accordance with policies, procedures and legislation eg daily inspections & checks, repair/maintenance reporting; can perform basic loading/unloading tasks			
Plant Operation - Forklift	B	4	Advanced skills in the operation of forklift; can anticipate requirements and act accordingly; requires little instruction; avoids damage to site; highly skilled in manoeuvring in confined areas			
Plant Operation - Grader	A	6	Basic skills in operation of grader; operates in accordance with policies, procedures and legislation; maintenance grading of gravel roads and shoulders, trim to <50 mm tolerance;			
Plant Operation - Grader	B	14	Intermediate skills in the operation of grader; can anticipate job requirements and act accordingly; requires little instruction; trim to <35 mm tolerance; can blend in to a reasonable shape without levels			
Plant Operation - Grader	C	23	High skills in the operation of grader; coordinates other plant eg rollers & watercart; capable of small & medium construction works; trim to <20 mm tolerance; basic knowledge of slag pavements			
Plant Operation - Grader	D	32	Advanced skills in the operation of grader; highly skilled in manoeuvring and working within confined areas, experience with various specialist pavement materials eg slags & AC; final trim to <10 mm tolerance			
Plant Operation - Loading	A	2	Basic skills in operation of loader; has Workcover loader ticket; operates in accordance with policies, procedures and legislation eg daily inspections & checks, repair/maintenance reporting; can move stockpile material			
Plant Operation - Loading	B	4	Intermediate skills in the operation of loader; can anticipate job requirements and act accordingly; requires little instruction; avoids damage to site; can load trucks; can operate a load cell			
Plant Operation - Loading	C	8	Highly skilled in the operation of loader; highly skilled in manoeuvring and loading; skills for operating within a quarry eg loading pugmill & screens			
Plant Operation Parks Equipment	A	1	Basic skills in operation of small ride on mowers and other grass maintenance equipment eg. blowers, vacs, edgers, turf cutter taking due care of environmental considerations.			
Plant Operation Parks Equipment	B	3	Skilled in operation of large ride on mowers. Sound understanding of special parks environmental requirements.			
Plant Operation Parks Equipment	C	6	General skills in operation of tractor / slasher; competently operate in accordance with policies, procedures and legislation eg. Startup, shutdown, daily inspections & check, repair, maintenance reporting. Awareness of environmental requirements.			
Plant Operation Parks Equipment	D	10	Highly skilled in the operation of tractor/slasher, can anticipate job requirements, act accordingly, requires little instruction, highly skilled and able to operate a range of implements effectively, includes possession of any relevant workcover certs.			

WORKS ASSISTANT - GRADE 3 (C) COMPETENCY ELECTIVES ASSESSMENT - REVISION 10/10/00

Employee Name: Employee Number: Date:.....

			Competency Description	Grade	Level	Weight
			Competency Description	Grade	Level	Weight
Plant Operation - Repairs	A	1	Can competently carry out minor mechanical repairs on small plant and equipment			
Plant Operation - Rollers Large	A	2	Basic skills in operation of large rollers; operates in accordance with policies, procedures and legislation eg daily inspections & checks, repair/maintenance reporting; can perform basic rolling tasks			
Plant Operation - Rollers Large	B	4	Intermediate skills in the operation of large rollers; knows correct sequence of rolling to achieve desired compaction and avoiding lamination; requires little instruction; works in conjunction with other plant			
Plant Operation - Rollers Large	C	6	Highly skilled in the operation of large rollers; thorough knowledge of vibration requirements and optimum rolling patterns; can anticipate requirements; understand material compaction specs eg. DGB, ROC, seal aggs; highly skilled in manoeuvring in confined areas			
Plant Operation - Rollers Small	A	1	General skills in the operation of 2 tonne rollers to the required standard			
Plant Operation - Rollers Small	B	3	Highly skilled in the operation of 2 tonne rollers; operates in confined areas and against structures without damage to plant or structure; thorough knowledge of compaction and rolling techniques for both pavement and AC works			
Plant Operation - Rotary Broom	A	2	General skills in operation of rotary broom; competently operates in accordance with policies, procedures and legislation eg inspections & checks, repair/maintenance reporting; can perform basic sweeping tasks			
Plant Operation - Rotary Broom	B	5	Highly skilled in the operation of rotary broom; can anticipate job requirements and act accordingly; requires little instruction; highly skilled in manoeuvring eg in confined areas; uses optimum techniques to minimise sweeping times and damage			
Plant Operation - Slope Mower	A	4	General skills in operation of slope mower; competently operates in accordance with policies, procedures and legislation eg start up & shutdown, daily inspections & checks, repair/maintenance reporting; trained in signs placement & 5099 cert.			
Plant Operation - Slope Mower	B	10	Highly skilled in the operation of slope mower; can anticipate job requirements and act accordingly; requires little instruction; highly skilled in manoeuvring around obstacles			
Plant Operation - Vehicle Loading Crane (Hiab)	A	1	Operate crane effectively and efficiently and holder of appropriate ticket eg hiab on kerb truck and bridge truck (not needed for small hiabs on 2 tonne trucks)			
Plant Operation - Winch	A	1	Operate winch effectively and efficiently			
Quarry Operation - Crushing	A	3	General skills in operation of crushers; operates in accordance with policies, procedures and legislation eg daily inspections & checks, repair/maintenance reporting; ensures correct throughput and production and avoids damage to equipment			

WORKS ASSISTANT/ GRADE 3 TO 11 - COMPETENCY SELECTIVES ASSESSMENT - REVISION 1/2000

Employee Name: Employee Number: Date:.....

Competency	Level	Value	Competency Description	Year 1	Year 2	Year 3
Quarry Operation - Crushing	B	6	Advanced skills in operation of crushers; thorough knowledge of all components; can setup processing system to ensure optimum efficiency; does not require instructions or guidance			
Quarry Operation - General	A	2	Experience with working within an active quarry; knowledge of safety and environmental procedures and legislation; knowledge of blasting precautions;			
Quarry Operation - Pugmill	A	6	General skills in pugmill operation; operates in accordance with policies, procedures & legislation; ensures correct output and correct cement and optimum water contents; receives orders and dispatches according to clients needs			
Quarry Operation - Pugmill	B	16	Advanced skills in pugmill operation; consistently ensures high quality and customer service; thorough knowledge of machine components and can identify & rectify problems; can position and assemble pugmill			
Quarry Operation - Screening	A	2	General skills in operation of screens; operates in accordance with policies, procedures and legislation eg daily inspections & checks, repair/maintenance reporting; ensures correct throughput and production and avoids damage to equipment			
Quarry Operation - Screening	B	4	Advanced skills in operation of screens; thorough knowledge of all components; can setup processing system including conveyors to ensure optimum efficiency; does not require instructions or guidance			
Reading & interpreting plans	A	1	Basic skills in reading & interpreting plans & specifications eg minor roadworks, carparks, cycleways, small structures; can identify features on plans and extract dimensions			
Reading & interpreting plans	B	3	Intermediate skills in reading & interpreting plans & specifications eg general roadworks, medium size structures; can interpret sectional details			
Reading & interpreting plans	C	5	Advanced skills in reading & interpreting plans & specifications eg major roadworks & structures, contract documents,			
Road/Parks furniture	A	1	Basic skills with the installation or maintenance of road and parks furniture eg Install guide posts, raised pavement markers, small signs; repair fencing			
Road/Parks furniture	B	2	General skills in erecting and maintaining fences including pipe, wire strained and koppers logs as uprights or post & rail including fix wire infills as required and handrails.			
Road/Parks furniture	C	3	Advanced skills with the installation or maintenance of road and parks furniture eg install guard rail, large signs, fencing and handrails			
Safety - Confined Spaces	A	2	Implement confined spaces procedures in accordance with legislative requirements (requires confined spaces training)			

MATRIX ASSIST WITH UPGRADE OF THE COMPETENCY FRAMEWORK TO ASSIST WITH THE IDENTIFICATION OF THE COMPETENCY FRAMEWORK

Employee Name: Employee Number: Date:.....

Competency	Level	Count	Description	Grade	Mark	Pass
Safety - Crane Chasers	A	1	Successfully completed inhouse crane chaser training			
Safety - Dogging	A	2	Obtained the Work Cover dogging certificate			
Safety - Explosive Power Tools	A	1	Successfully completed the Workcover certificate in explosive power tools necessary for the use of ramset guns etc			
Safety - First Aid	A	1	Can perform basic first aid in an emergency; successfully completed inhouse first aid training			
Safety - Hazard Control	A	1	Can identify, assess and control workplace hazards; successfully completed inhouse training in hazard identification and control; can recognise and deal with hazardous materials in accordance with procedures eg asbestos and flammable liquids			
Safety - Overhead Wires	A	1	Formal training in overhead wire safety (Crane & Plant Electrical)			
Safety - Riggers	A	3	Successfully completed the Riggers certificate			
Safety - Scaffolding	A	3	Successfully completed the Scaffolders certificate			
Safety - Traffic Management	A	1	Knowledge and skills to plan and implement traffic management of a work site; requires training in Work Zone Traffic Control or Signs Placement Training			
Safety - Trench Support	A	1	Knowledge and skills in the safe supporting of trenches; formal training in trench support techniques			
Set Out & Levelling	A	2	Basic skills in setting out of works eg setting out drives, footpaths, medians, refuge islands, minor drainage, small K&G works; set up & use dumpy or laser level for basic levelling eg measurement of levels between two points			
Set Out & Levelling	B	3	Intermediate skills in setting out of works eg setting out general construction works; use dumpy or laser levels for setting reduced levels from a datum and plans			
Set Out & Levelling	C	5	Advanced skills in setting out of works eg setting out major construction works; use dumpy or laser levels for complex levelling including relocation of benchmarks			

STATEMENT OF INTENT

This Statement of Intent covers agreements reached regarding the following items and to provide clarification for future reference.

(A) Staffing Levels.

- (i) Council's current staffing levels for permanent, permanent part-time and current long-term casuals or seasonal workers (eg 5 years minimum) are identified as being 420 indoor, 331 outdoor and 51 long-term casuals and seasonal employees as at the 1 November 2000.
- (ii) It is Council's intent to maintain as a minimum and if possible to increase these numbers during the life of this agreement.
- (iii) It is acknowledged however that numbers may be affected by external circumstances such as a reduction and or fluctuation of Federal or State Government grants that are beyond Council's control.
- (iv) This statement is to indicate Council's willingness to give a commitment of job security as much as reasonably possible.

(B) Sick Leave.

- (i) It is recognised that at times it will be difficult for employee's to attend their own doctors at short notice. In this instance employee's will be obliged to obtain a medical certificate from a 24 hour medical clinic or casualty department of a hospital, to satisfy the provisions of the local Government State Leave clause. 15.A.
- (ii) If however the employee is unable to attend for any reason then a statutory declaration for one day only will be permitted. The statutory declaration must contain information about the efforts made to secure an appointment with the employee's doctor, and information that would enable Council to confirm that attempts to obtain appointments were made. This shall include information such as the contact number of the surgery, the person the employee spoke to and the first appointment time that was available when they made their inquiry.

(C) Long Service Leave at Half Pay.

- (i) The procedures for applying for and granting long service will be as per the ruling handed down by Deputy President Harrison on the 23 July 1997 and reflective in the Long Service Leave at Half Pay Policy.

(D) Quality Workstyle Bonus

- (i) As defined in the Enterprise Agreement:-

MULTIPLE ASSESSMENT - GENERAL PURPOSE COMPETENCY EFFECTIVE ASSESSMENT - REVISED 2000

Employee Name: Employee Number: Date:.....

Competency	Level	Points	Competency Description	Grade	Pass	Fail
Soils Testing and Sampling	A	2	Safe operation and cleaning of soil testing and laboratory equipment. Assist in the soil testing and sampling in the lab and field			
Soils Testing and Sampling	B	3	Operate the penetrometer to NATA standards Undertake correct sample collection procedures			
Spray Seal Works	A	2	General skills in spray seal works eg (correct application of bitumen products and aggregate to achieve the desired result), patching with emulsion seal; spraying with hand held lance; fantailing			
Spray Seal Works	B	4	Intermediate skills in spray seal works - groundsman activities eg, spotting, sweeping, papering, monitor aggregate spreadrates, awareness of environmental requirements.			
Spray Seal Works	C	6	Advanced skills in spray seal works eg visualise extent of works; calculating aggregate application rates; measurement of seal areas; measuring of aggregate quantities			
Supervisory Assistance - Team Leading	A	2	Basic skills in assisting with the supervision of works; leading a small team; assisting with the coordination & control of basic activities; facilitate development of team objectives and priorities; deliver presentations to team e.g. toolbox meetings			
Supervisory Assistance - Team Leading	B	4	General skills in assisting with the supervision of works; leading a moderate size team; assisting with the coordination & control of general activities; liaise with supervisors and co-ordinators on staffing issues; completes costing sheets, process invoices, timesheets.			
Supervisory Assistance - Team Leading	C	8	Intermediate skills in assisting with supervision of works; leads medium size team, assists in co-ordination & control of general activities; chair team meetings; take minutes, authorise invoice payments.			
Supervisory Assistance - Team Leading	D	16	Advanced skills in the supervision of works; leads a large size team; co-ordinates & controls complex activities on larger civil projects; facilitate conflict resolution; conducts incident investigation & compile reports.			
Training / Assessing	A	1	Skills in delivering on the job training in areas of expertise; identify training needs; assessed trainees progress; maintain records			
Training / Assessing	B	3	Skills in delivering formal training in areas of expertise; attained the Workplace Trainer Category 1 accreditation			
Training / Assessing	C	5	Skills in delivering formal training and assessing workplace competencies and skills; attained both the Workplace Trainer Category 1 and the Workplace Assessor accreditation			
Truck Operation - 8 Tonne	A	3	General skills in 5 to 8 tonne truck; has class MR licence; competently operates in accordance with policies, procedures and legislation eg start up & shutdown, daily inspections & checks, repair/maintenance reporting			

Employee Name: Employee Number: Date:.....

Truck Operation - 8 Tonne	B	6	Advanced skills in 5 to 8 tonne truck; requires little instruction; can anticipate next move and position truck appropriately; highly skilled in manoeuvring eg in confined areas or on seals operation			
Truck Operation - Bogie	A	3	Basic skills in bogie truck; has class HR licence; competently operates in accordance with policies, procedures and legislation eg loading, tipping, covering load; daily inspections & checks, repair/maintenance reporting;			
Truck Operation - Bogie	B	6	Intermediate skills in bogie truck including dog or pig trailer; coupling & uncoupling; requires little instruction; can anticipate next move and position truck appropriately;			
Truck Operation - Bogie	C	10	Advanced skills in bogie truck; highly skilled in manoeuvring a pig or dog trailer in confined areas;			
Truck Operation - Float	A	4	General skills in operation of prime mover & float; competently operates in accordance with policies, procedures and legislation; can safely secure plant to float			
Truck Operation - Float	B	10	Advanced skills in operation of prime mover and float; thorough knowledge of oversize and overload permits; can load & unload rollers, graders, excavators, backhoes and loaders and holds appropriate DIR tickets; skills in plant recovery techniques			
Truck Operation - Flocon	A	1	General skills in operation flocon truck; competently operates in accordance with policies, procedures and legislation			
Truck Operation - Flocon	B	3	Advanced skills in operation flocon truck; competently operate, clean and maintain conveyor system			
Truck Operation - Suction Sweeper	A	5	General skills in operation of suction sweeper; competently operates in accordance with policies, procedures and legislation			
Truck Operation - Suction Sweeper	B	10	Advanced skills in operation of suction sweeper; can anticipate requirements and act accordingly; requires little instruction; avoids damage to site; highly skilled in manoeuvring in confined areas; can change brooms, filters etc			
Truck Operation - Watercart	A	1	General Skills in operation of watercart; competently operates in accordance with policies, procedures and legislation			
Truck Operation - Watercart	B	4	Advanced skills in operation of watercart; can anticipate requirements and act accordingly; requires little instruction; avoids damage to site; highly skilled in manoeuvring in confined areas; correct watering techniques for pavement construction			
TOTAL ELECTIVES POINTS						

Clause 16.6 "...The bonuses will accumulate on a three-year rolling basis, that is in year 3, years 1,2,and 3 will accumulate and be paid. In year 4 the ongoing bonuses for year 2, 3, and 4 will be paid etc..."

- (ii) As an example only and to clarify how the Quality Workstyle bonus shall operate, the following example is provided.
- (iii) The figures in this table are fictitious and are only to be used to demonstrate how the bonus will operate.

	Year	Value of improvements achieved in this year	Value of improvements from previous year.	Value of improvements from two years prior.	Total bonus payable to employees
		A	B	C	A+B+C
1	1/11/00 – 31/10/01	\$35,000	\$0.00	\$0.00	\$35,000
2	1/11/01 – 31/10/02	\$70,000	\$35,000	\$0.00	\$105,000
3	1/11/02 – 31/10/03	\$15,000	\$70,000	\$35,000	\$120,000
4	1/11/03 – 31/10/04	\$0.00	\$15,000	\$70,000	\$85,000
5	1/11/04 – 31/10/05	\$20,000	\$0.00	\$15,000	\$35,000

(E) Redundancy and Redeployment.

- (i) It shall be the commitment of the Council prior to any decision or recommendation in relation to Redeployment and Redundancy, that, consultation commences in the first instance with the affected employees.
- (ii) Such consultation should include but not be limited to, an analysis of the proposed changes to the skills, knowledge and accountabilities required for the new or restructured position, and an analysis of the incumbent's skills and knowledge in comparison to such changes.
- (iii) This information may provide a mechanism for the incumbent through the identification of training needs, or any skill gap, to be provided access to reasonable training to enable the employee to develop their skills in line with the requirements of the new position. This mechanism will also assist the organisation in determining whether to progress with redundancy or redeployment.

(F) Parental Leave

- (i) The parties to this Agreement agree that the provisions for Parental Leave contained in this Agreement will be varied to fall into line with the Local Government Associations guidelines or the Local Government (State) Award, when varied.

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

)
)
)
.....
General Manager

Kim Macquarie
.....
Witness

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

)
)
)
[Signature]
.....

[Signature]
.....
Witness

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

)
)
)
[Signature]
.....

Sasha M. Zuck
.....
Witness

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

)
)
)
Sasha M. Zuck
.....

McCarthy
.....
Witness