



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
10-14 Smith Street, Parramatta, N.S.W.

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6 October 2023

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CITY OF SYDNEY (SOUTH SYDNEY) AWARD 2021-2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by City of Sydney.

(Case No. 240417 of 2023)

Before Commissioner Sloan

11 September 2023

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2. Area, Incidence and Duration

- (i) This Award will be binding on:
 - (a) the Council of the City of Sydney;
 - (b) the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union;
 - (c) the Local Government Engineers' Association;
 - (d) the Development and Environmental Professionals' Association of New South Wales; and
 - (e) all employees of the Council of the City of Sydney except those employed under the City of Sydney Award 2021-2024, as amended or replaced.
- (ii) This Award is known as the City of Sydney (South Sydney) Award 2021-2024.
- (iii) This Award will cover positions and grades referred to in Part B - Table 1 and Table 3 of this Award and to any other subsequent positions created under this Award.
- (iv) This Award rescinds and replaces the South Sydney City Council Salaried Officers Award 2017 and the South Sydney City Council Wages Staff Award 2017, both published 28 November 2018 (383 I.G. 887).
- (vi) This Award will operate on and from 9 June 2021 and will remain in force for a period of 3 years.

3. Statement of Intent

The parties to the Award are committed to:

- (i) co-operating positively to increase the efficiency and achieve greater flexibility to workplace practices.
- (ii) improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.

- (iii) eliminating discrimination.

4. Anti-Discrimination

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

5. Grievance and Dispute Settlement Procedure

- (i) The parties to this Award are committed to resolving disputes and grievances through co-operative consultation with one another and joint problem solving.
- (ii) To ensure that disputes and issues relating to the provisions of this Award do not go unresolved and affect workplace productivity and relationships, the parties commit themselves to the processes of the Council's dispute resolution process as detailed under this clause.
- (iii) The dispute resolution process must be entered into by the parties to this Award with the intention of preventing or settling any grievance, complaint or dispute at the workplace without industrial action or stoppage of work, and with a view to ensuring that services to the public and ratepayers are maintained without interruption or being affected in any way.
- (iv) Procedures to Resolve Workplace Grievances, Complaints or Disputes (The Dispute Resolution Process)

At all stages of the Dispute Resolution Process employees will continue to perform work for the Council as directed by the Council or its authorized representatives, without interruption or the imposition of any bans or limitations, and in accordance with the provisions of this Award and any relevant Council policies. The procedure to be followed is as follows:

- Step 1 If there arises any grievance, complaint or dispute at the workplace, in the first instance the employee(s) concerned and/or any employee representative must meet to discuss the matter with the employee(s) immediate supervisor. The employee(s) supervisor will listen

- carefully to the employee(s) concerns and together the parties will try to resolve the dispute.
- Step 2 If the supervisor and employee(s) (and/or their representatives) are unable to resolve the dispute or it is not appropriate that the supervisor deal with the dispute, the dispute must be referred to senior management. Senior management will listen to the employee(s) concerns and either resolve the dispute or refer the matter to more senior management.
- Step 3 More senior management will listen to the employee(s) (and/or their representatives) and attempt to resolve the dispute. It is either resolved or referred to an independent body.
- Step 4 If more senior management and the employee(s) are unable to resolve the dispute an independent conciliator or mediator will assist to resolve the dispute.
- (v) To assist the expeditious resolution of disputes, where matters of urgency are raised at an organised meeting of the Unions the Manager, Human Resources Operations will be informed by an official of the relevant Union(s) of the existence of the dispute. The Manager, Human Resources Operations, will then inform the Executive Members concerned and, if need be, the Chief Executive Officer. If the matter remains unresolved, the Manager, Human Resources Operations, will arrange a conference between the parties concerned or affected.
- (vi) Nothing contained in the Dispute Resolution Process will preclude the Council or any of the Unions concerned from entering into direct negotiations on any matter. During such negotiations, except where they are concerned wholly or predominantly with a genuine safety issue, work will be performed as directed by the Council or its authorised representative(s).

6. Classification Structure

- (i) Classification structure and categories of employees who may be employed under this Award are set out in clause 38 and Table 1 of Part B for wages employees; and clause 39 and Table 3 of Part B for salaried employees.

7. Rates of Pay

- (i) For wages employees:
- (a) In Table 2 of Part B of this Award, the rates of pay detailed within each of the Grades include all skill based and disability allowances and other payments of accreditation which applied prior to the making of this Award and take into account the range of conditions under which all work is performed.
- (b) The relationship between the entry rates of pay for Grades 5 to 8 and the subsequent steps provides significant increases to staff who acquire and utilise additional skills. This relationship is detailed below:
- Entry to Step 1 - 3.5%
- Step 1 to Step 2 - 3.5%
- Step 2 to Step 3 - 3.0%
- (c) Progression between the levels of the classification structure as detailed in clause 6 - classification structure, will be on the basis of the acquisition and application of skills on the job over a period satisfactory to assess whether the employee can apply the skill in a range of conditions and to an acceptable level of performance. This period will be a minimum of 12 months.

(ii) For salaried employees:

- (a) In Table 4 of Part B of this Award, the rates of pay detailed within each of the Grades include all skill based and disability allowances and other payments for accreditation which applied prior to the making of this Award and take into account the range of conditions under which all work is performed.
- (b) In relation to the progression in the Grades in Table 4 of Part B of the Award:
- (1) Salary steps are provided within grades 5 to 13 to encourage the development of positions within these grades.
- (2) The relationship between the entry rates of pay and the subsequent steps is detailed as follows:

Grades 5 to 8	Entry to Step 1:	3.5%
	Step 1 to Step 2:	3.5%
	Step 2 to Step 3:	3.0%
Grades 9 to 13	Entry to Step 1:	2.5%
	Step 1 to Step 2:	2.5%
	Step 2 to Step 3:	2.5%
Grades 14 to 18	Appointment to Leadership Pay Rate:	2.5%

- (c) The rate of pay for positions at Grade 14 and above will be inclusive of the overtime required to effectively undertake the range of duties required of the position.
- (iii) This Award provides for an initial pay increase of 2% to the rates of pay under the previous Award. The new rates of pay for wages and salaried employees are detailed in Tables 2 and 4 of Part B are to be retrospectively applied from the first full pay period on or after 1 July 2021.
- (iv) The following increases will be applied to the rates of pay detailed in Tables 2 and 4 of Part B from the first full pay period on or after the date specified below.
- (a) 1 July 2022: 3%.
- (b) 1 July 2023: 4% - or the NSW Local Government State Award Increase whichever is higher.

8. Salary Sacrifice

An employee may agree to sacrifice a portion of pre-tax ordinary pay in accordance with Council's Salary Sacrifice Policy.

9. Payment of Wages

- (i) The Council will pay the weekly wage due to each employee directly into an account with the employee's name at a mutually agreed financial institution (referred to as the nominated account) subject to the following:
- (a) The Council reserves the right to limit the definition and number of financial institutions that can be nominated; and
- (b) Employees must supply full details of the nominated account to the Council prior to commencing their employment.
- (ii) Time off during normal working hours will not be required by employees, or authorised by Council, for the purpose of obtaining cash or otherwise attending to the accounts at the nominated financial institutions

- (iii) An employee may authorise the Council to deduct payments on behalf of the employee, provided the employee has given written notification authorising the deduction(s).
- (i) The parties agree to review operations at the workplace level on an ongoing basis with the view to providing enhanced flexibility and efficiency.
- (ii) In agreement with employees and their representative unions, the Council may establish Local Workplace Agreements (LWA) particular to a specific site or group of employees to provide improved flexibility and efficiency.
- (iii) A LWA may be negotiated to provide for different conditions of employment than are provided for in the Council's Industrial Agreements and Awards. As an example an LWA may change issues relating to: hours of work, Shift Work, overtime, on call, meal breaks, and allowance payments.
- (iv) A LWA may provide for different conditions of employment where the following requirements have been complied with:
 - (a) employees are not disadvantaged when the LWA is viewed as a whole;
 - (b) the majority of employees affected agree after taking all views into consideration, including the need to maintain effective working relationships;
 - (c) the appropriate Union has been advised prior to commencement of discussions with the employees concerned;
 - (d) the LWA is not contrary to any law or other Enterprise Agreement and does not jeopardise safety;
 - (e) the hours of work cannot be altered so that they exceed the maximum number of ordinary hours allowed under the *Industrial Relations Act 1996* (NSW); and
 - (f) the LWA will improve efficiency and/or customer service and/or job satisfaction.
- (v) LWA's will be productivity-based. Existing Award provisions will apply unless expressly varied by such an Agreement.
- (vi) LWA's may provide for improvements in remuneration and/or conditions linked to productivity improvements.
- (vii) LWA's will be by consent, between employees, the Council and the relevant Union(s). where the parties will commit in writing and include a date of operation and expiration. Affected employees will be given the opportunity to vote on any Agreement proposed by the relevant union(s). In order for the LWA to be accepted, a majority (i.e. 50% + 1) of employees party to the LWA must vote in favour of it.
- (viii) All LWA'S that have been accepted as per subclause 11(vii) will be registered with the NSW Industrial Relations Commission.

11. Workplace Flexibility

- (i) The parties to this Award agree that to provide an efficient and effective level of service staffing arrangements must continually address service demands and employees must be flexible to the Council's requests to perform additional or other duties as necessary.
- (ii) To meet service demands, from time to time, the Council may require employees to transfer between divisions/positions within the same salary band or level.
- (iii) The transfer of an employee to a new position will be carried out after considering the job requirements of the position and the employee's relevant experience, skills, abilities and knowledge.

- (iv) An employee will not be placed in a position where they are unable or unqualified to meet that position's job requirements, unless training opportunities are also provided. It is the responsibility of the employee to notify the Council if they believe they are unable or unqualified to meet a position's job requirements.
- (v) Transferring employees for the purposes of this clause will receive their existing rate of pay (i.e. the employee's take home pay will not be reduced).
- (vi) Transfers may involve changes to duties and functions. Where this occurs, employees may be required to undertake formal or on the job training to gain necessary skills and to be able to accept new responsibilities.
- (vii) Where prior written approval is given, the Council will bear the costs associated with any training which the employee is requested or required to undertake.

12. Skills Development and Workplace Training

- (i) The Council agrees to develop and implement individual development plans for all staff. Such plans will be developed through consultation and assessment of skills with regard to organisational requirements and individual career paths.
- (ii) Individual development plans will be reviewed annually in line with the Performance Management & Development Program.
- (iii) If an employee is required by the Council to undertake compulsory training in accordance with the employee's individual development plan, the employee will not suffer any reduction in ordinary pay as a result.

13. Terms of Employment

- (i) To be eligible for a permanent appointment a person must pass a full medical examination by Council's Medical Officer.
- (ii) An employee, who does not report for duty on any day for any reasons must, as soon as practicable after normal starting time on that day, give notice to the Council or its authorised representative as to the reason for and probable duration of the absence.
- (iii) This subclause provides:
 - (a) Where an employee is absent from duty for reasons which remove an entitlement to payment under this Award, the Council may deduct from the wage of the employee, payment for all time not worked.
 - (b) The Council will not make any deduction from wages for time lost owing to wet weather, provided that the employee will;
 - (1) continue working until such time as the supervisor orders work to cease,
 - (2) stand by as directed by the supervisor, and
 - (3) recommence duty as directed.
- (iv) Where an employee is absent from duty without permission for a continuous period of one ordinary working week, and the employee fails within such period to provide an explanation in writing for the absence satisfactory to the Council, the employee's employment will be deemed to have abandoned their employment.

- (v) This subclause provides:
- (a) The Council may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training, provided that such duties are not designed to promote deskilling.
 - (b) An employee will carry out such duties as directed, including duties of a higher grade position.
 - (c) Where an employee is directed to perform work for a lower grade, the employee will not suffer any reduction in rate of pay as a result of this arrangement.

14. Hours of Work

- (i) Spread of Hours - General
- (a) Except in cases of emergency (to be determined by Council), the Council must not alter the starting or finishing time of any employee without first giving 7 days' notice of the change.
- (ii) Spread of Hours – Wages employees
- (a) The ordinary hours of employees will be 38 hours per week, worked between 6:00am and 8:00pm, Monday to Friday inclusive, except for unpaid meal breaks.
 - (b) The ordinary hours of work will not exceed 12 hours on any one day.
 - (c) Shift workers
 - (1) The ordinary hours of a shift worker must be worked in shifts as rostered between Saturday to Friday inclusive, as follows;
 - 1. Motor Mechanics on night shift at the garage will work 32 hours per week in not more than 5 shifts in 7 consecutive days,
 - 2. Cleansing Service Operators on night cleansing duties will work 32 hours per week, and
 - 3. all other shift workers will work 38 hours per week between 6:00am and 8:00pm.
 - (2) For employees working 32 hours per week prescribed in subparagraphs (c)(1)A and B of this subclause, a shift penalty of 11.5 per cent will apply, except for a shift worked on a public holiday. This penalty is in lieu of the 30 per cent night shift prescription, in accordance with the 32 hours per week arrangement (clause 19 - Penalty Rates) carried over from the former Sydney City Council (as a result of boundary changes and or amalgamations prior to 8 May 2003).
- (iii) Spread of Hours – Salaried employees
- (a) Except as otherwise provided in paragraph (b), the ordinary working hours for employees is 36.25 per week, worked between 6:00am and 8:00pm, Monday to Friday inclusive, except for unpaid meal breaks.
 - (b) The ordinary working hours for employees engaged in the library function is 36.25 per week, worked between 6:00am and 8:00pm, Saturday to Friday, except for unpaid meal breaks.
 - (c) Where the job description requires an employee to supervise 38 hour per week worker(s), the employee is also required to work a 38 hour week.
 - (d) The ordinary hours of work must not exceed 12 hours on any one day.

- (e) Shift workers
 - (1) The ordinary hours of a shift worker must be worked, in shifts as rostered, between Saturday and Friday inclusive, as follows;
 - A. Cleansing Foreman on night shift must work 32 hours per week. For the 32 hours per week prescribed by this paragraph a shift penalty of 11.5% will apply, except for a shift worked on a public holiday.

This penalty is in lieu of the 30% night shift prescription, in accordance with the 32 hours per week arrangement (clause 19 - Penalty Rates) carried over from the former Sydney City Council (as a result of boundary changes and or amalgamations prior to 8 May 2003).
 - B. Employees engaged in the Community Resources function and Children's Services must work 36.25 hours per week, between 6:00am and 10:30pm.
 - C. Ordinance Inspector and Parking Enforcement Officers must work 38 hours per week, between 6:00am to 8:00pm.
 - D. All other shift workers must work 36.25 hours per week between 6:00am and 8:00pm.
- (iv) Arrangement of Hours
 - (a) For employees working 36.25 hours per week, the ordinary hours of work may be arranged so as not to exceed 72.5 hours within 2 weeks or 145 hours within 4 weeks.
 - (b) For employees working 38 hours per week, the ordinary hours of work may be arranged so as not to exceed 76 hours within 2 weeks or 152 hours within 4 weeks.
- (v) Shift Work - General
 - (a) A "Caretaker" or "Emergency Services Officer" may be required to work broken shifts provided that not more than 2 shifts will be worked without payment of overtime in any one day.
 - (b) Other than as provided in paragraph (a), a Shift Worker will not be required to work:
 - (1) in broken shifts; or
 - (2) more than 11 shifts in 14 consecutive days without payment of overtime.
 - (c) All shift work will be rostered and the starting and ending time of ordinary hours working hours will be shown in this roster.
 - (d) There must be an interval of at least 8 hours between termination of any shift and commencement of the next succeeding shift.
- (vi) Changes in Hours Arrangements by Agreement - A different arrangement or spread of hours to those set out above may be agreed upon by the Council and the employee(s) concerned. Any such agreement will be genuine with no compulsion to agree. At any stage of the negotiations, either the employee(s) or Council may seek assistance from the appropriate Union, Association or Council's Joint Consultative Committee.
- (vii) Transfer of Employees to Shift Work
 - (a) In order to meet the needs of the industry, the Council may introduce shift work or transfer a day worker to shift work, provided:

- (1) agreement is reached with the Union concerned; or
 - (2) in the absence of agreement, the dispute is referred to the appropriate Conciliation Commissioner. In this case a day worker will not be transferred to Shift Work until the dispute has been resolved.
- (b) The provisions of paragraph (a) of this subclause will not apply to:
 - (1) shift work already in operation as at the date of making the Award; or
 - (2) Council's right to transfer a day worker to shift work to perform the duties of a shiftworker temporarily absent from duty.
- (viii) Redistribution of Daily Working Hours - The Chief Executive Officer and the Secretary of the Union concerned may enter into an agreement for the adoption of a scheme for working a nine day fortnight or nineteen day month. Time worked during these periods will be treated as the ordinary hours of duty for the employee(s) concerned.

15. Part-Time Employment

- (i) A part time employee will mean an employee who is employed to work regular days and regular hours, that are less than the number of days or hours worked by weekly employees employed by the Council. A part time employee will not work less than 1 day per week and not be less than 4 hours per week. Part time employees will be work in accordance with clause 14, Hours of Work of this Award.
- (ii) Prior to commencing part-time work, Council and the employee will agree upon the conditions under which the work is to be performed including:
 - (a) the hours to be worked by the employee, the days upon which they will be worked and the commencing times for the work; and
 - (b) the nature of the work to be performed; and
 - (c) the rate of pay as paid in accordance with this Award.
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by Council. The Council must provide the employee with a copy of these conditions.
- (vi) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement.
- (vii) Part-time employees will receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked.
- (viii) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee will be paid for the hours normally worked on that day.

16. Casual Employment

- (i) A casual employee will mean an employee engaged on a day to day basis.
- (ii) A casual employee will be paid an hourly rate for ordinary hours worked in accordance with clause 14, Hours of Work.
- (iii) Overtime will be paid where a casual employee works outside the ordinary hours for that position.

- (iv) Loading - In addition to the amounts prescribed by sub-clause (ii) of this Clause, a twenty five percent loading, calculated on the ordinary hourly rate, will be paid. This loading will be paid in lieu of all leave and public holidays prescribed by the Award.

17. Consultative Committee

- (i) The Joint Consultative Committee comprising of employee and management representatives, will continue to provide a forum for consultations between the Council and its employees on matters affecting efficiency and productivity, award restructuring and career opportunities for employees.
- (ii) All members of the Joint Consultative Committee should undergo appropriate training to ensure effective participation in the Joint Consultative Committee.

18. Higher Grade

- (i) An employee who is appointed to a higher position will be paid the rate of the higher classification from and inclusive of the date of appointment.
 - (a) Where a vacant position has been filled by a higher grade appointment for a period of three months, the Council will take the necessary steps to make a permanent appointment to the position.
 - (b) This provision will not apply to a position vacated on approved leave.
- (ii) On-the-job-training - The provision of this clause will not apply to an employee who performs the whole or part of the duties of a higher grade position for the purpose of gaining experience or training, provided that the appointed occupant remains on duty and retains the responsibilities of the position during this time.
- (iii) For wages employees:
 - (a) An employee, required to perform the normal duties of a position which is at a higher grade within the wages system, will be paid the entry level for that grade, provided;
 - (1) the payment in the higher grade position is a minimum increase of 2.5%,
 - (2) the payment is made for the time actually spent relieving in the higher position, and
 - (3) where an employee acts higher grade for a period of 4.5 hours, the higher grade will be paid for the full day.
- (iv) for Salaried Employees:
 - (a) Temporary Appointments - An employee, required to perform the normal duties of a position which is at a higher grade within the salary system, will be paid the entry level for that grade, provided:
 - (1) the payment in the higher grade position will be a minimum increase of 2.5%, provided any payment does not exceed the rate set for step 3 of the grade of the temporary appointment;
 - (2) the payment will be made for the time actually spent relieving in the higher position; and
 - (3) where an employee acts higher grade for a period of 4.5 hours, the higher grade will be paid for the full day subject to a formal direction from a director in advance of the employee acting in the higher grade.
 - (b) Promotions - Permanent appointments/ promotions to a position at a higher level within the salary system will be made at the entry level of the grade, provided:

- (1) the minimum salary adjustment will be an increase of 2.5%; and
- (2) the calculation of any increase provided for in paragraph (a) does not place the employee's new pay rate in excess of step 3 of the grade of the new position.
- (c) Where an employee does not assume the entire duties of a higher grade the employee may be paid a proportionate rate.

19. Penalty Rates

- (i) Except as otherwise provided, all employees are entitled to the following penalty rates:
 - (a) Rotating shifts, Monday to Friday inclusive:
 - (1) Morning Shifts - For all ordinary time worked which commences after 4:00am and before 5:30am - ordinary rates plus 15%.
 - (2) Afternoon Shifts - For all ordinary time worked which finishes after 8:00pm and at or before midnight - ordinary rates plus 15%.
 - (3) Night Shifts - For all ordinary time worked which finishes after midnight and at or before 8:00am - ordinary rates plus 15%.
 - (4) Day Shifts - For all ordinary time worked other than in (1), (2) and (3) above - ordinary rates.
 - (b) Permanent Shifts, Monday to Friday inclusive:
 - (1) Morning Shifts (as defined in sub-clause (a) (1)) - ordinary rates plus 15%.
 - (2) Afternoon Shifts (as defined in sub-clause (a) (2)) - ordinary rates plus 15%.
 - (3) Night Shifts (as defined in sub-clause (a) (3)) - ordinary rates plus 30%.
 - (c) Weekend and Public Holiday Shifts:
 - (1) Saturday Shifts - For all ordinary time worked, the major portion of which falls between midnight Friday and midnight Saturday - ordinary rates plus 50%.
 - (2) Sunday Shifts - For all ordinary time worked, the major portion of which falls between midnight Saturday and midnight Sunday - ordinary rates plus 100%.
 - (3) Public Holiday Shifts - For all ordinary time worked, the major of which falls on a public holiday - ordinary rates plus 150%.
 - (d) Prescribed Employees working 32 Hour Weeks:
 - (1) Permanent night shift (as defined in sub-clause (a) (3)), Monday to Friday - ordinary rates plus 11.5%.
 - (2) Saturday Shifts (as defined in sub-clause (c) (1)) - ordinary rates plus 25%.
 - (3) Sunday Shifts (as defined in sub-clause (c) (2)) - ordinary rates plus 75%.
 - (4) Public Holiday Shifts (as defined in sub-clause (c) (3)) - ordinary rates plus 150%.

- (ii) This subclause provides:
 - (a) Transfer of Employee to Shift work - Except as provided for in paragraph (b) of this sub-clause, a day worker required by the Council to transfer to shift work will be paid for all morning, afternoon and night shifts worked in the first week after transfer, as follows:
 - (1) If transferred to a 38 or 36.25 hour week roster - ordinary rates plus 50%.
 - (2) If transferred to a 32 hours week roster - ordinary rates plus 25%.
 - (b) A day worker engaged upon day work, who requests and obtains a transfer to Shift Work, or as a result of having applied for and obtained a position involving Shift Work, will not be entitled to the additional payments prescribed by this subclause.
- (iii) Notice for Change in Roster - Where the employer changes the roster of a rostered shift worker, other than a shift worker rostered for relief work, without having first given the employee 48 hours clear notice of the change, the employee concerned will be paid for the first shift worked on the altered roster at the rate of ordinary time plus 100%.
- (iv) The provisions of this clause will not apply to a Caretaker in receipt of free quarters.

20. Overtime

- (i) The Council may require an employee to work reasonable overtime.
- (ii) All time worked by direction before the commencement of ordinary hours, or later than the completion of ordinary hours, will be paid at the rate of time and a half for the first two hours and double time thereafter.
- (iii) Saturday - Overtime worked on Saturday will be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon on Saturday will be paid for at the rate of double time.
- (iv) Sunday - Overtime worked on Sunday will be paid for at the rate of double time.
- (v) Public Holidays
 - (a) Overtime worked on a Public Holiday as prescribed by this award will be paid for at the rate of double time during those hours which would be ordinary hours of work.
 - (b) Any portion of overtime worked on a Public Holiday outside the employee's ordinary working hours of work will be paid for at the rate of triple time.
 - (c) The payments prescribed in (a) and (b) of this subclause will be in addition to the employee's normal pay for the holiday, where such an entitlement arises under this Award.
- (vi) Overtime worked on any day, whether in broken periods or otherwise, will be regarded as continuous.
- (vii) Where the major portion of a period of overtime worked extends into a Sunday or Public Holiday, the whole of the overtime will be deemed to have been worked on the Sunday or Public Holiday, as the case may be.
- (viii) Where overtime commences or terminates at an hour where the usual means of transport are not available, the Council will provide, or pay for, suitable transport direct to the employee's home.
- (ix) Minimum Payment - an employee who has ceased work and returned home will, if required to resume and cease work before the employees normal starting time, receive a minimum payment equivalent to four (4) hours work at the appropriate overtime rates. The provisions of this Clause will not apply to the following:

- (a) To a Caretaker residing on premises at the place of employment.
 - (b) Where an employee ceases work without permission or at the request of the employee, before normal ceasing time for such work.
- (x) Ten Hour Break
 - (a) Overtime required to be worked by Council will be arranged so that the employee has at least a ten consecutive hour break between the completion of work on one day and the commencement of work on the next.
 - (b) Where overtime is not arranged as set out in paragraph (a) of this subclause, the employee upon completion of such overtime, will be granted ten (10) consecutive hours off duty without loss of pay for ordinary working time. If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee will be paid at double ordinary rates until such time as the ten hour break is granted.
- (xi) Exemption from Overtime - The provisions of this clause will not apply to salaried employees whose salary is set at a rate equivalent to the entry level of Grade 14 and above.
- (xii) Time Off in Lieu of Overtime - Where there is prior agreement between the Council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time off in lieu equivalent to the actual hours worked. This paragraph will not apply to employees who are on call or called back to work. Such time must be taken within three (3) calendar months of accrual otherwise overtime rates will be applied.
- (xiii) Shift workers
 - (a) Non continuous overtime - a shift worker called back to work overtime will be paid at the rate of double time.
 - (b) Public Holidays.
 - (i) Overtime worked by a shift worker on a Public Holiday will be paid at the rate of double time and one half.
 - (ii) Any time worked by a shift worker on a Public Holiday that falls between the employee's ordinary rostered working hours will not be regarded as overtime and will be paid for at the appropriate penalty rates.

21. Leave Entitlements

A. ANNUAL

- (i) Annual Leave will accrue to full-time employees at the rate of 20 days per annum and part-time employees at the rate of one and two thirds days per month on a pro-rata basis.
- (ii) If any special or public holiday for which an employee is entitled to payment occurs during the period of their annual leave, the leave period will be extended to account for such paid holidays.
- (iii) If both parties agree, the leave may be taken in any combination of separate periods, provided the leave is due and taken in whole days.
- (iv) If both parties agree, annual leave may be taken wholly or partly in advance.
- (v) If employed for a full year, a part time employee will be entitled to annual leave calculated on a proportionate basis.

- (vi) Rostering - Council may roster the taking of annual leave and, unless otherwise agreed between both parties, the date fixed for this purpose will be within a period of twelve months after the annual leave became due.
- (vii) This subclause provides:
 - (a) Notice by Council - The Council will give employees at least one month's notice of the date upon which they are to proceed on annual leave. In the case where annual leave is rostered, notice of at least two months will be given.
 - (b) Notice by Employee - The employee is required to give 2 weeks' notice of the intention to take leave.
- (viii) This subclause provides:
 - (a) Employees are entitled to receive their ordinary pay for the holiday period in full prior to proceeding on annual leave.
 - (b) Higher Grade - Where an employee performs duties of a higher grade for a continuous period of at least three calendar months immediately proceeding the taking of annual leave, and the employee has not ceased to do such work for an aggregate period of more than five working days, the employee will be paid for the annual holiday at the rate applicable to the higher classification.
 - (c) Loading - In addition to the payment prescribed in paragraphs (a) and (b) of this subclause, an employee will be paid a loading equivalent to 17.5% of four weeks ordinary wage in respect of each four weeks annual leave accruing. However, in the case of an employee engaged on rostered Shift Work for a period of twelve months prior to the taking of annual leave, the employee will continue to be paid the penalty rates relevant to the existing or projected roster, or the loading prescribed by this paragraph, whichever is the greater.
- (ix) On resignation or termination of employment, the Council will pay to the employee, or the duly authorised legal representative of the employee, all annual leave due to the employee. This will include payment for any annual leave due to the employee on a proportionate basis. The amount payable will be calculated at the employee's ordinary rate of pay applicable at the date of termination.

B. BEREAVEMENT LEAVE

- (i) Where an employee, other than a casual employee, is absent from duty because of the death of a person in accordance with paragraphs (a) to (e) below and provides satisfactory evidence to council of such, the employee will be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed will include:
 - (a) a spouse of the employee;
 - (b) a de-facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person;
 - (c) a child or an adult child (including an adopted child, stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee;
 - (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household where for the purposes of this paragraph:
 - ‘relative’ means a person related by blood, marriage or affinity;
 - ‘affinity’ means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - ‘household’ means family group living in the same domestic dwelling.
- (ii) Bereavement leave will be taken within a reasonable period as soon as practicable from the date of the death of the individual.
- (iii) Employees will be entitled to an additional three days bereavement leave following the death of a parent (including foster and step-parent), spouse (including de-facto partner and same sex partner) or child (including step, foster child).
- (iv) An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (iv) Bereavement Entitlements for Casual Employees
 - a. Subject to providing satisfactory evidence to Council, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in subclause 21B(i) paragraphs (a) to (e) above.
 - b. Council and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - c. Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual are otherwise not affected.

C. PERSONAL CARER’S LEAVE

- (i) Personal Carer’s leave is available to:
 - (a) provide care and/or support for sick members of the employee’s family or household when they are ill or require care due to an unexpected emergency; or
 - (b) provide for the flexible use of other entitlements.

The personal carer’s leave described in this section C is available to full time and part time staff - but not casual staff.
- (ii) The entitlement to use leave in accordance with this section is subject to the employee being responsible for the care and support of the Person Concerned.
- (iii) For the purposes of this section C and section C(A), a ‘Person Concerned’ refers to a person who needs the employee’s care and support and is:
 - (a) a spouse of the employee;
 - (b) a de-facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person;

- (c) a child or an adult child (including an adopted child, stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee;
- (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household where for the purposes of this paragraph:

‘relative’ means a person related by blood, marriage or affinity

‘affinity’ means a relationship that one spouse because of marriage has to blood relatives of the other: and

‘household’ means family group living in the same domestic dwelling.

- (iv) An employee, other than a casual or other employee that receives a loading in lieu of sick leave, with responsibilities in relation to a person who needs their care and support will be entitled to use the untaken sick leave, from that year’s annual sick leave entitlement, to provide care and support for such persons when they are ill or require care due to an unexpected emergency.
- (v) Sick leave accumulates from year to year. In addition to the current year’s grant of sick leave available under (ii) above, sick leave untaken from the previous year may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (vi) The Council may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred in (v) above.
- (vii) The employee will, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person or establish by production of documentation the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (viii) The employee will, wherever practicable, give the Council notice prior to their absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the Council by telephone of such absence at the first opportunity on the day of absence.
- (ix) In normal circumstances, the employee must not take leave under this section C where another person has taken leave to care for the same person.
- (x) An employee may elect, with the consent of the Council, to take:
 - (a) annual leave, including annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties;
 - (b) an employee may elect with the Council’s agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
 - (c) long service leave; or
 - (d) leave without pay for the purpose of providing care and support to the person concerned as defined in (iii).

- (xi) Personal carers entitlements for casual staff:
- (a) Subject to the evidentiary and notice requirements in (vii) to (viii), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a Person Concerned (as defined in (iii)) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (b) The Council and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of the Council to engage or not to engage a casual employee are otherwise not affected.

C(A). FLEXIBLE WORK PRACTICE ALTERNATIVE TO PERSONAL CARER'S LEAVE

- (i) Time off in Lieu of Payment of Overtime:
- (a) An employee may elect, with the consent of the Council, to take time off in lieu of payment of overtime at a time or times agreed with the Council within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time will be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (i)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (a) Where no election is made in accordance with (i)(a) the employee will be paid overtime rates in accordance with the relevant industrial instrument.
- (ii) Use of make-up time:
- (a) An employee may elect, with the consent of the Council, to work "make up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided in the relevant industrial instrument, at the ordinary rate of pay.
 - (b) An employee on Shift Work may elect, with the consent of the Council, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the Shift Work rate which would have been applicable to the hours taken off.

D. LONG SERVICE LEAVE

- (i) An employee will be entitled to long service leave at their ordinary rate of pay as follows:

Length of Service	Entitlement	
	Prior to 22/8/83	Since 22/8/83
After 5 years of service	NA	6.5 weeks
After 10 years of service	13 weeks	13 weeks
After 15 years of service	19.5 weeks	21.5 weeks
After 20 years service	30.5 weeks	35 weeks

For every completed period of 5 years service thereafter	11 weeks	13 weeks
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- (a) Long service leave will accrue in accordance with the above table and proportionately for each completed month of service.
- (b) Where an employee has completed more than 5 years' service with the Council and is terminated for any cause, the employee or the authorised or legal representative of the employee, will be paid the monetary equivalent of all long service leave accrued but not taken by the employee at the date of termination. The entitlements will be calculated in accordance with the table set out in part (a) of subclause (i) of this clause.
- (ii) Notice
 - (a) The Council must give the employee at least one month's notice of the granting of long service leave.
 - (b) The employee is required to give 2 weeks' notice of the intention to take long service leave.
- (iii) If both parties agree, accrued long service leave may be taken in separate periods of not less than one week.
- (iv) Employees are entitled to receive their ordinary pay for the period of long service leave prior to taking leave.
- (v) The period of long service leave will be extended by any public holidays or award holidays that may fall during the period of long service leave.
- (vi) This subclause provides:
 - (a) For the purpose of calculating long service leave entitlements in accordance with subclause (i)(a) of this clause all prior continuous service with any other Council within New South Wales will be deemed to be service with Council.
 - (b) Continuity of service will be deemed not to be broken by transfer or change of employment from another Council provided the period between cessation of service and the date of employment with South Sydney City Council does not exceed three months.
- (vii) Where an employee is employed in accordance with the provisions of this Award and transfers to another Council and the employee elects to transfer accrued long service leave entitlements, Council will pay to the newly employing Council the monetary equivalent of all long service leave accrued by the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement.

E PARENTAL LEAVE

- (i) Parental Leave will be interpreted consistent with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* (NSW) as amended, the NSW Family Provisions Test Case 2005, and section 744 of the *Fair Work Act 2009* (Cth).
- (ii) Parental Leave includes maternity leave, paternity or partner leave or adoption leave.
- (iii) An employee is only entitled to parental leave if the employee has had at least 12 months continuous service.
- (iv) Parents cannot take parental leave at the same time except periods of short paternity or partner leave or periods of short adoption leave.

- (v) Entitlement:
 - (a) an employee is entitled to a total of 52 weeks parental leave in connection with the birth or adoption of a child; and
 - (b) parental leave is not to extend beyond 1 year after the child was born or adopted.
- (vi) Paternity or Partner Leave
 - (a) Paternity or partner leave is leave taken by an employee in connection with the birth of a child of the employee or the employee's spouse (being a child born as a result of the pregnancy of that spouse).
 - (b) Paternity Leave consists of up to 2 weeks leave on full pay or 4 weeks on half pay at the time of birth of the child or termination of pregnancy (short leave in accordance with subclause 21E(iv); and
 - (c) a further unbroken period including 4 weeks on full pay or 8 weeks on half pay in order to be the primary care-giver of the child
 - (d) Paternity or partner leave is subject to the employee providing a certificate from a qualified medical practitioner confirming the employee's spouse or partner is pregnant and the expected date of birth. In addition, in the case of paternity or partner leave taken in accordance with (c) above, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (1) If applicable, the period of any maternity leave sought or taken by the employee's spouse or partner, and
 - (2) That the employee is seeking that period of extended paternity or partner leave to become the primary care-giver of their child
- (vii) Maternity Leave
 - (a) An employee who has completed 12 months continuous service and who produces a medical certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery will be entitled to:
 - 18 weeks full pay; or
 - 36 weeks half pay from the date maternity leave commences;
 - (b) The employee will provide at least 10 weeks written notice of the intention to take leave.
 - (c) Other arrangements for maternity leave will be in accordance with the Council's Parental Leave Policy.
- (viii) Adoption Leave
 - (a) Adoption Leave is leave taken by a male or female employee in connection with the adoption by an employee, or a partner of an employee, of a child under the age of 18 years. Adoption leave consists of:
 - (1) An unbroken period of up to 3 weeks unpaid leave at the time of the placement of the child with the employee; and a further unbroken period in order to be the primary care-giver of the child.

- (2) An employee, entitled to adoption leave, who adopts a child under the age of 5 years will be entitled to:
 - 18 weeks full pay; or
 - 36 weeks half pay.
- (b) Adoption leave is subject to the employee providing:
 - a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes; and
 - a statutory declaration by the employee stating, where applicable, the period of any adoption leave sought or taken by the employee's spouse or partner, and that the employee is seeking that period of extended adoption leave to become the primary caregiver of their child.
- (c) For the purposes of this Clause, spouse includes a de facto spouse.
- (ix) The weekly rate of pay referred to in sub-clauses 21E(vi), (vii) and (viii) will be based on the employee's substantive hourly salary times the average number of ordinary weekly hours worked over the preceding 12 months.
- (x) Notice of Intention to Take Parental Leave
 - (a) The employee should give at least 10 weeks' written notice of their intention to take leave.
 - (b) In the case of maternity leave and paternity leave the employee must give 4 weeks' written notice of the dates on which the leave will commence and end.
 - (c) In the case of adoption leave the employee must give written notice of the dates on which the employee proposes to start and end the period of leave as soon as practicable but at least 14 days before proceeding on leave.
- (xi) Right to Request
 - (a) An employee entitled to parental leave may request the Council to allow the employee to:
 - (i) extend the period of simultaneous parental leave use up to a maximum of eight weeks;
 - (ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; and
 - (iii) return from a period of parental leave on a part-time basis until the child reaches school age,to assist the employee in reconciling work and parental responsibilities.
 - (b) The Council will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Council's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) The employee's request and Councils decision made under subclauses 21E(xi)(a)(ii) and 21E(xi)(a)(iii) must be recorded in writing.

- (d) Request to return to work part-time - Where an employee wishes to make a request under subclause 21E(xi)(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (xii) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Council will take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (b) The employee will take reasonable steps to inform the Council about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (c) The employee will also notify the Council of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) above.

F. SICK LEAVE

- (i) Definition - Sick Leave - Sick Leave is paid leave of absence (payable at the ordinary rate) which is granted to an employee when the employee is unable to perform his/her duties on account of illness or injury.
- (ii) Entitlements:
 - (a) Upon appointment - 15 days.
 - (b) Upon completion of each 12 months of service subsequent to appointment - 15 days.
 - (c) Sick leave will be cumulative from year to year.
 - (d) Part-time employees will have pro-rata entitlement to sick leave calculated upon the number of hours worked per year.
- (iii) Notification of absence
 - (a) An employee unable to attend work through illness or injury will contact their supervisor or designated person as soon as practicable.
 - (b) Where possible the employee must advise their supervisor of the anticipated length of their absence from work.
- (iv) Provision of Medical Certificates
 - (a) When an employee is absent from work owing to illness or injury for a period in excess of two consecutive working days (inclusive of weekends) the employee must provide a certificate from a qualified medical practitioner, confirming that the employee was unfit to attend work for the period claimed as sick leave. This certificate must be dated within 3 days from and inclusive of the first day of absence.

- (b) When an employee has three (3) absences (including carer's leave absences) not supported by a medical certificate in a year, the employee is required to furnish a medical certificate for all future absences for the balance of that service year.
 - (c) When an absence of sick leave is likely to extend for a period longer than 5 days, the employee must provide a medical certificate to their supervisor which shows the anticipated date of return.
 - (d) When the absence extends beyond the date shown on the initial certificate issued, the employee must submit a new certificate which shows the anticipated date of return and will continue to provide such certificates until the employee returns to work.
 - (e) Requests for payment of sick leave will be submitted on the appropriate form supplied by the Council.
- (v) Direction to attend a Medical Examination
- Council may direct an employee to attend a medical practitioner nominated by the Council:
- (a) when it appears unlikely that the employee will resume their employment;
 - (b) when the absence is likely to be for a period which will exhaust the employees entitlements to be paid sick leave;
 - (c) the employee is ill so frequently as to raise the question of fitness to carry out the duties of their substantive position; or
 - (d) when an explanation for illness contained in a medical certificate is vague or insufficient.
- (vi) Sick Leave Without Pay
- (a) Where an employee has exhausted all accrued sick leave entitlements and the employee is unable to attend for duty owing to illness or injury, the period of absence will be regarded as sick leave without pay.
 - (b) An employee's entitlement to sick leave without pay will be 60 days.
 - (c) Periods of sick leave without pay will count as service provided the maximum period or periods of sick leave without pay does not exceed a total of 60 days.
- (vii) Public holidays occurring during a period of absence due to sick leave, will not be counted as sick leave.
- (viii) Higher Grade - Where an employee performs duties of a higher grade for a continuous period of at least three (3) calendar months immediately preceding the taking of sick leave, and the employee has not ceased to do such work for an aggregated period of more than five (5) working days, the employee will be paid for the sick leave at the rate applicable to the higher classification for a maximum of 20 days for any one absence.
- (ix) Illness when on Annual/Long Service Leave - If an employee becomes sick or is injured whilst on annual leave or long service leave, the employee may elect to have the period of illness treated as sick leave and at a time convenient to the Council take additional holiday leave equivalent to the period of illness, provided:
- (a) the period of illness or injury is at least 7 days; and
 - (b) the illness or injury is supported by medical evidence satisfactory to the Council confirming that the employee was housebound.

- (x) Refund of Sick Pay - Where an employee obtains a verdict for damages or an amount of money in settlement of a claim for damages against a third party in respect of an injury or illness for which the employee has received sick pay in accordance with the provisions of this clause, the employee will refund to the Council any such sick pay paid by the Council insofar as the verdict or settlement includes an amount in respect of such sick pay.
- (xi) Council's liability under this clause in respect of one continuous absence of sick leave is limited to 315 days for staff employed as at 11 February 1980 and 260 days for those employees commencing employment on and after the 12 February 1980.

G. OTHER LEAVE

(i) Jury Leave

Full time or part time employees required to attend jury service will be paid an amount equal to the difference between what you are paid for jury service and what an employee would have been paid if they had worked their rostered hours.

22. Public Holidays

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Head of State's (King's) Birthday, Labour Day, Christmas Day, Boxing Day and any other days proclaimed as public holidays by the New South Wales State Government will be holidays under this Award.
- (ii) In addition to the days provided for in sub-clause (i), employees who are Aboriginal and Torres Strait Islanders will be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- (iii) Where a holiday occurs on a day on which an employee is rostered off while employed on a rotating roster system, the employee will be paid an ordinary day's pay for that day. This payment will be in addition to an ordinary week's pay, provided that the additional amount paid for the public holiday does not exceed eight hours pay.
- (iv) Where an employee is required to perform higher grade duties for the full day proceeding or following a public holiday, the employee will be paid for the holiday at the higher grade rate.
- (v) An employee who is absent without pay on the working days immediately before and following a public holiday will not be entitled to payment for the holiday.

23. Union Picnic Day

- (i) This subclause provides:
 - (a) Union Picnic Day is for the purposes of this Award regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day will be held on a day that is agreed to by the Council and the Union(s).
 - (b) The union(s) will advise the Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (ii) Where an employee, who is not a financial member of the union(s), is required to work on Union Picnic Day, the employee will be paid ordinary pay for the normal working day.
- (iii) Employees who are not financial members of the Union(s) and who are not required by Council to work on Union Picnic Day may apply to the Council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by Council, or may be required by Council to make up overtime.

24. Calculation of Service

- (i) For the purpose of this Award, the following periods will be taken into account in calculating service with the Council:
 - (a) any leave of absence with pay approved by Council;
 - (b) any leave of absence without pay approved by Council but not exceeding one ordinary working week;
 - (c) periods of absence due to accident or incapacity for work covered by the Workers Compensation Act 1987;
 - (d) previous periods of service which were not terminated by resignation or dismissal; and
 - (e) any period of service with the Australian Military Forces provided that the employee enlisted or was called up direct from the service of the South Sydney City Council and the employee subsequently returned to Council's service.
- (ii) Sick Leave without Pay - where sick leave has been approved by Council, the period of leave will count as service, provided:
 - (a) the maximum period or periods of leave without pay to count as service does not exceed a total of 60 days;
 - (b) any periods of sick leave without pay approved to count as service will be aggregated so that the maximum available throughout the employee's employment with Council will be limited to a total amount of 60 days; and
 - (c) where the incapacity is due to war caused disabilities accepted by the Department of Veteran's Affairs, the employee will be entitled to have counted as service one additional week for each year of the employee's service.

25. Work Health & Safety

- (i) The parties to this Award acknowledge that they are mutually responsible for providing a safe and healthy work environment. The parties will work co-operatively through the Work Health & Safety (WHS) Committee and other workplace consultative committees to ensure that employees may carry out their work free from the risk of injury or harm.
- (ii) The Council will continuously address hazards in the workplace through implementation of WHS Plans which may be added to or amended from time to time. WHS Plans will be used to identify, assess and control workplace hazards through consultation with employees and management.
- (iii) The Council will put in place and/or instruct employees on safe systems of work and all employees will comply with those safe systems of work and use the plant, equipment, and protective clothing provided safely and in the manner for which it is intended.
- (iv) Employees who identify potential risks or hazards must immediately report the risk or hazard to their immediate supervisor or the WHS Committee.

26. Uniforms, Clothing and Safety

- (i) Where the Council provides an employee with a uniform or safety/protective clothing, including safety footwear:
 - (a) The Council will pay for the cost of clothing.

- (a) The employee will wear and use such clothing (including footwear) as directed, and to achieve the purpose for which it was supplied.
 - (b) The Chief Executive Officer will determine the style, nature, quality and quantity of clothing.
 - (d) Lost or damaged clothing due to an employee's misuse or negligence will be replaced or paid for by the employee to whom the clothing was issued.
- (ii) This subclause provides:
- (a) All employees will comply with safety regulations and wear all safety equipment and clothing at all times.
 - (b) An employee who fails or refuses to wear safety clothing (including footwear) will not be permitted to commence work and will be sent home to collect the clothing. The employee will receive no pay for the absence.
 - (c) An employee who continues to breach the provisions of this clause will be subject to disciplinary action.

27. Workplace Efficiency

- (i) The union(s) and employees concerned will cooperate in relation to the introduction of mechanisation or technological changes in the Council, depending on prior consultation. This is to enable advantage to be taken of new or improved technology so as to achieve efficiency gains, both monetary and otherwise, by enabling the most suitable plant and equipment to be used, and to facilitate the introduction of mechanisation or technological changes.
- (ii) Where the Council does not have specialised equipment or plant, or where purchase of such equipment could not be financially justified, or where work involves expertise beyond Council's staff, or in special circumstances, contractors may be used to perform work concerned.
- (iii) The Council may reintroduce time clocks and/or attendance books for all personnel with no loss of privilege to current individual staff exempted at present.
- (iv) The Council may rearrange lunch breaks to increase effective working time and reduce disruption to the workforce.
- (v) To achieve increases in effective working time, existing practices will be altered so that:
 - (a) Morning/afternoon tea breaks are to be taken where the employee is working; and
 - (b) The maximum period of 10 minutes changing, showering and washing time, allowed as a concession to those employees whose normal duties necessitate that they have a shower or a wash before departing, will not be exceeded.
- (vi) To shorten the waiting time for stores and materials, to obtain more effective use of working time and to facilitate faster completion of jobs, employees concerned will cooperate with management in the early planning of stores acquisitions and related matters.
- (vii) Trades staff are to cooperate with management in improving, where feasible, the orderly and economical scheduling of work to be done by the various trades concerned in jobs where more than one trade is involved.
- (viii) Employees will co-operate in the introduction of future improvements in working practices and procedures and improved and more efficient working methods where reasonable and will cooperate in reducing costs where practicable.

28. Exemption from Industrial Action

The unions agree that the following permanent exemptions will apply in relation to all industrial action:

- (i) Council may engage contractors to provide security services in relation to the Administrative Offices and Council Chambers complex, if Council deems it necessary for public safety and/or the protection of property;
- (ii) Emergency Services Officers are exempt from all industrial action;
- (iii) community services, including meals-on-wheels and other services to aged persons, the food cooperative service, the tenants' support service, will be exempt from all industrial action;
- (iv) watering and care of all horticultural material, including nursery stock, seedlings, specialised turf sporting areas and complexes will be exempt; and
- (v) at the Administrative Offices and Council Chambers, the following will be exempt from all industrial action:
 - (a) the staffing of the Administrative Offices' vehicular entrances;
 - (b) the staffing of the Administrative Offices' pedestrian entrances;
 - (c) the staffing of the Council Chambers' main entrance;
 - (d) the work of the roving patrols of the Administrative Offices and Council Chambers;
 - (e) the Mayor's Officer;
 - (f) Council's Pest Controller and their plant and equipment; and
 - (g) watching services required by law at Council's depots will be exempt from all industrial action.

29. Tool Allowance

- (i) Where Council requires a tradesperson to use tools as part of the performance of their duties the employee will be paid a tool allowance.

The Council will otherwise provide all necessary tools for all employees, except a tradesperson in receipt of a tool allowance.

- (ii) This subclause provides:

- (a) The rate per week for tool allowances is set out in the following table:

Annual Tool Allowances - Effective first Full Pay Period on or After 1 July 2021	
Classification	Annual Rate
Bricklayer	\$1,324.98
Carpenter and Plumber	\$1,785.00
Metal and Mechanical Trades	\$1,785.00
Painter and Signwriter	\$539.58
Plasterer	\$1,515.72
Electrician	\$1,191.36
Stonemason	\$1,785.00

- (b) The allowance paid will be deemed to apply in respect to the full range of tools ordinarily used in the performance of the employee's trades, occupation and duties.

- (iii) The Council will:
 - (a) Provide a suitable and secure weather proof lock-up for the purpose of storing employees' tools on the job.
 - (b) Insure and keep insured against loss or damage by fire or theft while on Council's premises, such tools of employees as are necessary and used during the course of their employment.
- (iv) The employee will, if requested to do so, provide the Council with a list of tools used.
- (v) The Council will provide tools, other than those expected to be provided by a Tradesperson and for which the allowance is paid. Any argument about this matter is to be dealt with in accordance with the dispute procedure of the Award or referred to the Joint Consultative Committee for consideration.

30. Travelling Expenses

- (i) An employee may apply for a monetary advance to cover those costs which can be determined prior to the required travel.
- (ii) Upon presentation of receipts or other accepted documentation, the employee may claim for reimbursement of all reasonable expenses incurred (less any advance paid) in connection with the employee's duties as directed.
- (iii) Travel arrangements, including accommodation, will be arranged mutually between the employee and the appropriately authorised Council employee.

31. Meal Breaks

- (i) Unpaid Breaks - An unpaid break of a minimum of 30 minutes will be given and taken within the first 5 hours of continuous work.
- (ii) Payment when meal break not able to be taken:
 - (a) Overtime - An employee required to work overtime for 2 hours or more immediately after the agreed finishing time will be granted a meal break not exceeding 20 minutes. Where an employee is required to work a further 4 hours following the first two hours of overtime a break of 20 minutes will be taken each subsequent 4 hours worked.
 - (b) Shift Work - An employee working Shift Work will be granted a paid break of 30 minutes in each shift.
- (iii) All meal and crib breaks will be taken at the direction of the Council.
- (iv) Meal and crib breaks will not be regarded as an interruption to overtime.
- (v) This subclause provides:
 - (a) Except in cases of extreme emergency, an employee will not be required to work continuously for more than 5 hours without a meal or crib break.
 - (b) Where this is required, an employee will be paid at the rate of double ordinary rates for all ordinary time worked after the expiry of the 5-hour period. This payment will continue until the meal break is granted or until normal finishing time, whichever is earlier.
 - (c) Extension of Meal Break - Where there is prior agreement between the Council and the employee(s), the taking of meal breaks may be extended beyond 5 hours without the payment of overtime. Agreements reached in relation to the extension of meal breaks must be genuine.

32. Payment to Dependants of a Deceased Employee

Where the service of an employee is terminated by death and the employee has an entitlement to payment for annual and/or long service leave, then the amount to which the employee would have been entitled will be paid by the Council to the estate of the deceased employee upon notification.

33. Employee Representatives

- (i) Employees may nominate an employee representative of their choice, as defined below, to represent them in consultations with the Council and/or the Unions.
- (ii) For the purposes of this Award, "employee representative" means an employee of the Council, covered by this Award, nominated by an affected employee(s) of the Council from time to time.
- (iii) With written notification given to the Council, employee representatives will be allowed reasonable time from usual duties, with pay, to represent employees during consultations.
- (iv) Employee representatives may also be granted leave of absence with pay to undertake training of up to 3 days on the following conditions:
 - a. the content of the training will enhance their role in carrying out representational functions under this Award; and
 - b. the Council's operating requirements permit the granting of the leave and are subject to the normal leave approval process.
- (v) While the Council provides employee representatives access to the Council's electronic mail system for the purposes of carrying out functions under this Award, Information Technology policies apply to all users of the Council's information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use.
- (vi) Employee representatives may, with the approval of the Council, hold meetings with the affected employees on the premises of the Council at times and locations agreed between the employee representative and the Council, provided that adequate notice is given to the Council of the intention to hold such meeting and the location thereof, and that such meetings are not held during working hours.

34. Use of External Resources (Contractors)

- (i) Council has a commitment to a viable, efficient and flexible day workforce that will respond to community expectations in the performance of its work programs.
- (ii) Whilst acknowledging the circumstances where external resources are used (refer to paragraph (v) of Clause 27 - Workplace Efficiency), Council gives a commitment to;
 - (a) develop its staff to become competitive, efficient and responsive to changing climates, and
 - (b) provide meaningful and rewarding work to its employees.
- (iii) The parties recognise that there needs to be effective communication in relation to all issues associated with contracting, particularly at the workplace level. To facilitate this;
 - (a) Unit Managers will communicate on a regular (say monthly) basis with the appropriate delegate(s) and supervisors as necessary to discuss these issues.
 - (b) Access is then available to Divisional Directors Departmental Heads about unresolved problems raised at monthly meetings.

- (c) Should a matter still remain unresolved it may, without restricting the parties rights under the Disputes Settlement Procedure, be referred to the Joint Consultative Committee for further consideration.

35. Termination of Employment

The Council will apply the *Industrial Relations Act* 1996 (NSW) if it terminates the employment of an employee.

- (i) In circumstances which might lead to the Council terminating an employee's employment, the Council will apply the provisions of Part 6 of the *Industrial Relations Act* 1996 (NSW). It will also apply the matters set out in this clause.
- (ii) The *Industrial Relations Act* 1996 (NSW) sets out the employee's rights if their employment is terminated by the Council. The Council is committed to applying the Act. However, the Act does not become part of this Award. Therefore an employee's rights are not frozen if the Act changes.
- (iii) Instead of giving the employee notice set out in this clause, the Council can pay the employee for the notice period or can reduce the notice period and pay the employee for that reduction. If the Council chooses to pay the employee instead of allowing her/him to work for the full notice period, it will calculate the amount it pays the employee at their ordinary rate of pay for the ordinary hours he/she worked during the period of notice.
- (iv) If the employee decides to leave the Council's employment, then they must give to the Council two weeks' notice. If the employee does not give the Council the correct amount of notice the Council can deduct from any money it owes to the employee the amount they would have earned if they had worked their ordinary hours for the period of notice they have given.
- (v) The employment of a full time or part time employee may be terminated by the giving of notice or the forfeiture by the employee of payment in lieu of notice. This will not affect the right of the Council to dismiss an employee without notice in the case of an employee guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the Council to continue the employment of the employee concerned during the required period of notice.
- (vi) The Council will give to an employee a period of notice of termination in accordance with the following table.

Employee's Period of Continuous Service	Period of Notice
Less than 2 years	2 weeks
2 years and less than 3 years	3 weeks
3 years and less than 5 years	4 weeks
5 years and beyond	5 weeks

- (vii) For the purpose of this Clause "serious misconduct" includes:
- (a) wilful, or deliberate, behaviour by an employee that is inconsistent with the continuation of the contract of employment; and
- (b) conduct that causes imminent, and serious, risk to:
- (i) the health, or safety of a person; or
- (ii) the reputation of the Council.
- (viii) For the purposes of subsection (vii) of this clause, conduct that is serious misconduct includes:
- (a) the employee, in the course of the employee's employment, engaging in:
- (1) theft;

- (2) fraud; or
 - (3) assault;
 - (4) the employee being intoxicated at work;
 - (5) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; or
 - (6) the employee is guilty of a breach of the Council's Code of Conduct and/or disciplinary code as may be varied by the Council from time to time.
- (ix) If an employee is unhappy about how the Council applies this clause to an employee, he or she can use the dispute settlement procedure set out in clause 5 - Grievance and Disputes Settlement Procedure.
- (x) If the Council has given notice, it will give the employee up to one day off without loss of pay so that he or she can look for other employment. The employee can take time off when it is convenient for he or she and the Council, after the employee has consulted with the Council.
- (xi) In any case where it has been established to the satisfaction of the Chief Executive Officer, or a duly authorised representative, that an employee has been guilty of serious misconduct or breach of discipline, the Chief Executive Officer may do the following instead of terminating the employee's employment:
- (a) suspend the employee for a period not exceeding one ordinary working week;
 - (b) defer payment of a wage increment; and/or
 - (c) reduce the rate of the employee's hourly rate either permanently or for a specified period.
- (xii) An employee with more than two months service on leaving or being discharged will, upon request, be given a certificate of service in writing. Such certificate of service will contain information as to the length and nature of the employment of the employee.
- (xiii) Council will, provide an employee whose employment has been terminated, an "Employment Separation Certificate" in the form required by the relevant government department or agency.

36. Workplace Change and Redundancy

- (i) Council's Duty to Notify:
- (a) Where the Council has made a definite decision to introduce major workplace changes, such as restructuring or technology that is likely to have a significant effect on its employees, Council will notify the employees who may be affected and the union to which they belong.
 - (b) A 'significant effect' could include:
 - (1) Termination of employment;
 - (2) Major changes to the composition, operation, skill requirements or size of Council's workforce;
 - (3) The elimination or diminution of job opportunities, promotion or job tenure;
 - (4) the alteration of hours of work;
 - (5) the need for retraining or transfer of employees to other work or locations; and
 - (6) the restructuring of jobs.

(ii) Council's Duty to Discuss Change

- (a) In addition to providing notification, Council will discuss the introduction of major workforce changes with affected staff and their union representatives, including the likely impact the changes may have on employees, and measures that may be implemented to avert or mitigate any adverse effects.
- (b) Council will commence discussions and provide all relevant information about the proposed changes as early as possible.

(iii) Discussion before Termination

- (a) Where Council has made a definite decision that it no longer wishes the job being performed by an employee to be done by that individual or any other employee and, as a consequence of this decision, the individual's employment may be terminated, discussions will be held with that employee and their union representatives.
- (b) The Council will also provide all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of staff likely to be affected and the number of employees normally employed by the Council, as well as the period over which the terminations are likely to be carried out.

(iv) Notice to Government Agencies

In the event of termination(s), the Council will provide the relevant government agencies, such as Centrelink, with information regarding the redundancies as soon as possible. The information will include the number and categories of employees likely to be affected and the period over which the terminations will be carried out.

(v) Notice to Employee

- (a) Council will provide five weeks' notice to terminate, or payment in lieu of such notice, except in circumstances where a redundancy has arisen due to the introduction of new technology.
- (b) Where an employee is to be terminated because of the introduction of new technology, the employee will be entitled to three months' notice of termination or payment in lieu of such notice.
- (c) Notice or payment of notice under this subclause will count as service for the purposes of calculating leave entitlements.

- (vi) During a period of notice of termination given by Council, an employee will be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by Council the employee will provide proof of attendance at an interview.

(vii) Redundancy Entitlements

- (a) In addition to any required period of notice as provided in subclause (v) of this clause, an employee will be entitled to the following.

Year of Service	Payment
0-1 year	2 weeks
1-2 years	6 weeks
2-3 years	10 weeks
3-4 years	14 weeks
4-5 years	16 weeks
5-6 years	18 weeks
6 years and beyond	20 weeks + 2 weeks for each additional year of service up to a maximum of 34 weeks

- (b) In addition, an employee will be entitled to any other benefits determined by Council policy, to apply in relation to redundancy arrangements.
- (viii) Council will, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) Council will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the relevant Government department or agency.
- (x) Wherever practical and reasonable, voluntary redundancy remains Council's preferred option for managing staff who, firstly have been identified as surplus to needs as a result of workplace change and secondly, wish to leave Council.
- (xi) Redeployment:
 - (a) Wherever practical and reasonable, redeployment remains Council's preferred option for management of surplus staff.
 - (b) Salary Maintenance - Where an employee has been identified for redeployment and is transferred in accordance with Council's policy, salary maintenance to the level of the employee's substantive position will be provided for a period limited to 12 months from the date of redeployment. Thereafter the employee will receive the rate applicable to their redeployed position. Future award increases will be absorbed until parity to the new redeployed rate is achieved.

37. Definitions

- (i) Afternoon Shift means ordinary daily working hours that finish after 8.00pm and at or before midnight, Monday to Friday inclusive, except a public holiday.
- (ii) Building Tradespeople means a group of employees who have successfully completed an apprenticeship in any one of the following trades; Bricklaying, Carpentry, Painting, Plastering, Signwriting, Stonemasonry, Tiling.
- (iii) Child means a child of the employee or the employee's spouse under the age of one year.
- (iv) Cleansing Service Operator means a person employed in refuse collection or street and gutter sweeping.
- (v) Clerical Positions means those positions whose duties are administrative and clerical in nature and have been classified within the Clerical Scale.
- (vi) Council Worker means a person employed in the broadband classification of Council Worker to carry out general labouring and operating duties (including minor trades work, driving and plant operating).
- (vii) Dismissal means termination of the services of an employee by the Council.
- (viii) Employee means a person appointed to a classification prescribed by this Award.
- (ix) Employer means the Council of the City of Sydney and includes the Chief Executive Officer or any person authorised to act on the Council's behalf.
- (x) Holiday Shift means the ordinary daily working hours of a shift worker, the major portion of which fall on a public holiday.
- (xi) Hourly Rates will be calculated by dividing the appropriate weekly wages by the ordinary weekly hours.

- (xii) Maternity Leave is leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.
- (xiii) Mechanical Tradesperson means a group of employees who have successfully completed an apprenticeship as Motor Mechanic, Fitter or Welder and includes people classified as a Mechanical Tradesperson Special Class and Parking Meter Mechanic.
- (xiv) Morning Shift means ordinary daily working hours that commence after 4am and before 5.30am, Monday to Friday inclusive, except a public holiday.
- (xc) Night Shift means ordinary daily working hours that finish subsequent to midnight and at or before 8.00am, Monday to Friday inclusive, except a public holiday.
- (xvi) Ordinary Rate means the weekly rate of wages prescribed for a classification in this Award.
- (xvii) Paternity or Partner Leave is leave taken by a male employee or same sex partner in connection with the birth of a child of the employee or the employee's spouse.
- (xviii) Primary Care Giver means a person who assumes the principal role of providing care and attention to a child.
- (xix) Resignation means voluntary termination of employment by the employee in accordance with this Award.
- (xx) Salaried employee means an employee who is employed in a classification under clause 39 as a salaried employee.
- (xxi) Saturday Shift means ordinary daily working hours the major proportion of which fall between midnight Friday and midnight Saturday.
- (xxii) Shift Work means:

For salaried employees: work performed during ordinary working hours in continuous morning, afternoon or night shifts, in rotating shifts or in rostered shifts that include a Saturday or Sunday. An employee engaged upon such work will be deemed to be a shift worker.

For wages employees: work regularly carried on outside the normal spread of hours during times set out in a roster.
- (xxiii) Spouse includes a de facto or former spouse.
- (xxiv) Trainee means an employee who is less than 18 years of age and who is undertaking an approved traineeship under the Modern Apprenticeship and Traineeship System (MAATS).
- (xxv) Sunday Shift means ordinary daily working hours the major proportion of which falls between midnight Saturday and midnight Sunday.
- (xxvi) Union means an organisation of employees registered under the *Industrial Relations Act 1996* (NSW).
- (xxvii) Wages employee means an employee who is employed in a classification under clause 38 as a wages employee.

PART B**WAGES EMPLOYEES****37. Wages Classification Structure**

The classification structure has at its foundation a consistent and rigorous process of determining relativities of positions.

- (i) The classification structure takes into account all the features of work, including the nature of all conditions under which it is performed and any hazards that may inevitably be experienced.
- (ii) Movements through each of the Levels will be based on the acquisition and application of additional skills over a prescribed period, which will be a minimum of twelve (12) months for any one Level. The minimum period is established to ensure that the skills acquired can be applied to the full range of conditions that may apply to the position and to an appropriate level of performance.

Table 1 - Categories of Employees

Categories of employees who may be employed under this Award.

Apprentices	Rates of Pay as Specified
Labouring/Operational/Driver	Grade 1 (entry); Grade 2 (entry); Grade 3 (entry); Grade 4 (entry)
Operational/Supervision	Grade 5 (entry); Grade 5 (Step1); Grade 5 (Step 2)
Council Worker Grade 4 with Civil Construction Certificate III or Horticultural Certificate III	Progression to Grade 5 (entry);
Council Worker Grade 5 with Civil Construction Certificate III or Horticultural Certificate III	Progression to Grade 7 (Step 1)
Parking Station Attendant	Grade 4 (entry); Grade 5 (entry); Grade 5 (step 1)
Street Sweeper	Grade 3 (entry); Grade 4 (entry)
Refuse Collection/Labourers	Grade 5 (entry); Grade 5 (Step1); Grade 5 (Step 2)
Cleansing Driver (Major Plant)	Grade 5 (Step 2); Grade 5 (Step 3)
Gardeners - Building Trades	Grade 6 (entry); Grade 6(Step 1); Grade 7 (Step 1)
Drainers (Unlicensed)	Grade 7 (entry); Grade 7 (Step 1)
Drainers (Licensed/Registered) - Plumbers (Registered/Unlicensed)	Grade 7 (Step 1); Grade 7 (Step 2)
Plumbers (Registered/Licensed)	Grade 8 (Step 1); Grade 8 (Step 2)
Electricians (unlicensed)	Grade 7 (entry)
Electricians (licensed)	Grade 7 (Step 1); Grade 8 (Step 1); Grade 8 (Step 2)
Welder/Motor Mechanic (with Motor Vehicle Repair Allowance)	Grade 7 (entry); Grade 7 (Step 1)

Mechanical Tradesperson (Special Class or Equivalent)	Grade 8 (Step 1); Grade 8 (Step 2)
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Table 2 - Rates of Pay

Annual Pay Rates - effective from first full pay period on or after 1 July 2021				
Trades and Non Trades				
Grade	Entry Salary	Step 1	Step 2	Step 3
1	\$52,786			
2	\$55,080			
3	\$58,581			
4	\$60,435			
5	\$62,068	\$64,241	\$66,490	\$68,482
6	\$63,715	\$65,950	\$68,258	\$70,304
7	\$65,888	\$68,198	\$70,585	\$72,708
8	\$68,643	\$71,049	\$73,538	\$75,744

SALARIED EMPLOYEES**39. Salaried Classification Structure**

- (i) Progression Grades 1 to 13
 - (a) The classification structure has as its foundation a consistent and rigorous process of determining relativities of positions. This process takes into account all the features of work performed by salaried employees at Council, including the nature of all conditions under which it is performed and any hazards that may inevitably be experienced.
 - (b) Movements through each of the Levels will be based on the acquisition and application of additional skills over a prescribed period, which will be a minimum of 12 months for any one Level. The minimum period is established to ensure that the skills acquired can be applied to the full range of conditions that may apply to the position and to an appropriate level of performance.
 - (c) Job Evaluation Policy - The consistent analysis and evaluation of each position within the grading structure must be undertaken in compliance with the Job Evaluation Policy, as adopted by Council from time to time.
- (ii) Leadership Criteria and Performance Incentive Bonus Scheme Grades 14-18
 - (a) Leadership Criteria is available to provide employees with the opportunity to receive recognition for meeting or exceeding these criteria. Employees must complete the 12 months review cycle with Council prior to being eligible for the bonus payments.
 - (b) The rates of pay for Leadership Criteria are set out in Table 4 of Part B of this Award.
 - (c) Employees who have reached the Leadership Criteria pay rate will be eligible to participate for Performance Incentive Bonus Payments as follows:
 - (1) New Employees - for employees commencing employment after 14 August 2002:
 - (i) Stage 1: Performance bonus of up to 2.5% is available after a 12 month assessment process following successful completion of the leadership criteria. The process will start on 1 July 2003 with an assessment to take place between July and August 2004. The bonus of up to 2.5%, where achieved will be paid by 30 September 2004.
 - (ii) Stage 2: Performance bonus of up to 5% is available after a 12 month assessment process. This will begin on 1 July 2004 and subject to the completion of the stage

1 performance assessment process. The assessment will take place between July and August 2005. The bonus of up to 5%, where achieved will be paid by 30 September 2005.

(2) Existing Employees - for employees commencing employment before 14 August 2002:

- (i) Stage 1: Performance bonus of up to 5% is available after a 12 month assessment process following successful completion of the leadership criteria. The process will start on 1 July 2003 with an assessment to take place between July and August 2004. The bonus of up to 5%, where achieved will be paid by 30 September 2004.
- (ii) Stage 2: Performance bonus of up to 5% is available after a 12 month assessment process. This will begin on 1 July 2004 and subject to the completion of the stage 1 performance assessment process. The assessment will take place between July and August 2005. The bonus of up to 5%, where achieved will be paid by 30 September 2005.
- (d) Bonus payments, where referred to in this clause are one off payments and do not form a permanent part of the base salary of the employee.
- (e) The amounts of bonus payments for each stage are set out in Table 5 of Part B of this Award.
- (f) Within 12 months of the making of this award the parties will negotiate to finalise the model for the performance incentive bonus scheme and an appropriate training agenda, for commencement of the process on 1 July 2003.

Table 3 - Categories of Employees

Categories of employees who may be employees under this Award.

Categories	Rates of Pay
Trainees	Rates of Pay as specified
Cadets	Grade 1 (entry) to Grade 5 (entry)
Clerical Operational/Library Assistants	Grade 1 (entry) to Grade 5 (Step 2)
Parking Enforcement Officer	Grade 4 (entry); Grade 6 (entry); Grade 6 (entry)
Ordinance Inspectors	Grade 4 (entry); Grade 5 (entry); Grade 6 (entry) to Grade 6 (Step 2)
Clerical Officers Library Technicians Technical Officers Administrative Officers Librarians Team Leaders & Supervisors Customer Service Officers Town Planners Engineers Architects Draftspersons Environmental Health & Building Compliance Community & Social Workers Managers & Coordinators	Appointments as made within the respective grades, Grade 6 to Grade 13.
Specialist Categories & Senior Managers	Appointments as made within the respective grades, Grades 14 to 18.

Table 4 - Rates of Pay

Annual Pay Rates - effective from first full pay period on or after 1 July 2021				
3	Entry Salary	Step 1	Step 2	Step 3
1	\$52,786			
2	\$55,080			
3	\$58,581			
4	\$60,435			
5	\$62,068	\$64,241	\$66,490	\$68,482
6	\$63,715	\$65,950	\$68,258	\$70,304
7	\$65,888	\$68,198	\$70,585	\$72,708
8	\$68,643	\$71,049	\$73,538	\$75,744
9	\$73,024	\$74,854	\$76,726	\$78,642
10	\$77,412	\$79,346	\$81,327	\$83,364
11	\$83,965	\$86,059	\$88,215	\$90,421
12	\$91,093	\$93,367	\$95,702	\$98,096
13	\$98,271	\$100,725	\$103,242	\$105,826
Grade	On Appointment		Leadership Criteria in accordance with subclause (ii)(b) above	
14	\$108,618		\$114,112	
15	\$116,500		\$122,395	
16	\$124,400		\$130,698	
17	\$135,315		\$142,165	
18	\$146,852		\$154,295	

Table 5 - Performance Incentive Bonus Scheme

(i) Employees employed after 14th August 2002

			Performance Incentive Bonus	
Grade	On Appointment	Leadership Criteria		
14 - 18	Refer to Table 1	Refer to Table 1	Stage 1 (Bonus, where applicable to be paid by 30th September 2004)	
			0 to 2.5% using the baseline of the salary listed in the leadership criteria column.	
			Stage 2 (Bonus, where applicable to be paid by 30th September 2005)	
			0 to 5% using the baseline of the salary listed in the leadership criteria column.	

(ii) Employees employed before 14th August 2002

			Performance Incentive Bonus	
Grade	On Appointment	Leadership Criteria		
14 - 18	Refer to Table 1	Refer to Table 1	Stage 1 (Bonus, where applicable to be paid by 30th September 2004)	
			0 to 5% using the baseline of the salary listed in the leadership criteria column.	Stage 2 (Bonus, where applicable to be paid by 30th September 2005)
				0 to 5% using the baseline of the salary listed in the leadership criteria column.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

THE CITY OF SYDNEY AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by City of Sydney.

(Case No. 240524 of 2023)

Before Commissioner Sloan

11 September 2023

AWARD

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PART ONE - PRELIMINARY MATTERS

1. Title

This Award will be referred to as The City of Sydney Award 2022.

2. Application and Duration of Award

- 2.1. This Award is binding on the Council of the City of Sydney, and the following industrial organisations:
 - 2.1.1. New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (trading as the "United Services Union");
 - 2.1.2. The Local Government Engineers' Association of New South Wales; and
 - 2.1.3. The Development and Environmental Professionals' Association.

- 2.2. The Award is binding on all employees of the Council of the City of Sydney except those employed under the following awards:
- 2.2.1. South Sydney City Council Wages Staff Award 2014, as amended or replaced; and
- 2.2.2. South Sydney City Council Salaried Officers Award 2014, as amended or replaced.
- 2.3. The Award does not apply to senior staff as defined in section 332 of the *Local Government Act 1993* (NSW) whose employment is covered by the standard contracts referred to in section 338 of the *Local Government Act 1993* (NSW).
- 2.4. This Award rescinds and replaces the City of Sydney Wages/Salary Award 2017.
- 2.5. This Award will take effect on and from the Commencement Date and will remain in force for a period of three (3) years or until such time as this Award is rescinded or replaced by a further award agreed to by the parties and approved by the Industrial Relations Commission of New South Wales. New entitlements provided in this Award will operate from the first pay period on or after when the Award is ratified.

3. Definitions

- 3.1. Some words and phrases have specific meanings. These words and phrases are in italics in this Award.
- 3.2. The defined words and phrases in this Award are:

Afternoon shift means:

- (a) ordinary daily working hours which finish after 8:00pm and at or before midnight, Monday to Friday inclusive (excluding public holidays); or
- (b) for those in the Libraries Division, ordinary daily hours which finish after 9:00pm and at or before midnight, Monday to Friday inclusive.

Commencement Date means 9 June 2021, being the date the parties agree this Award will take effect (noting the date the Award is made by the Industrial Relations Commission of NSW may be different).

City means the Council of the City of Sydney.

Extended Family Member means:

- (a) a niece, nephew, uncle, aunty of the employee;
- (b) the spouse or de-facto partner of a sibling of the employee (sister-in-law or brother-in-law); or
- (c) the spouse or de-facto partner of the employee's child (son-in-law or daughter-in-law); or
- (d) a person with a close cultural, kinship or community tie to an Aboriginal and/or Torres Strait Islander employee.

Higher Duties means when an employee is required by the City to perform the duties of a position in a higher band or grade than the employee's substantive position.

Immediate Family Member means:

- (a) a spouse (including former spouse), de facto partner, child (including a stillborn child), parent, grandparent, grandchild or sibling of the employee; or

- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee;
or
- (c) an Extended Family Member living in the same domestic dwelling as the employee.

JCC means Joint Consultative Committee.

Morning Shift means ordinary daily working hours which commence after 4.00 am and before or at 5.30 am, Monday to Friday inclusive (excluding public holidays), with the exception of those in Refuse Collection (but not Street Sweeping) where Morning Shift means ordinary daily working hours which commence after 4.00 am and before 5.30 am.

Night Shift means ordinary daily working hours which finish after midnight or commence after midnight but before 4:00am Monday to Friday inclusive (excluding public holidays).

Ordinary Daily Hours means 1/5th of the ordinary full-time weekly hours for the employee's position.

Ordinary Rate of Pay means:

- (a) if calculated on an hourly basis, the remuneration for the employee's position as specified in Appendix 1 divided by 52 then divided by the ordinary full-time weekly hours for the employee's position (Ordinary Hourly Rate);
- (b) if calculated on a weekly basis, the remuneration for the employee's position as specified in Appendix 1 divided by 52; or
- (c) if calculated on a yearly basis, the remuneration for the employee's position as specified in Appendix 1.
- (d) Ordinary Rate of Pay will include, but not be limited to, the following allowance where it is regularly received:

Tool Allowance

Permanent shift means ordinary daily working hours which are permanently rostered weekly or over four (4) weeks, as either:

- (a) Morning Shifts, or
- (b) Afternoon Shifts, or
- (c) Night Shifts, or
- (d) a Saturday and/or Sunday shift.

Public Holiday Shift means the ordinary daily working hours of a shift where the major portion falls on a day prescribed as a public holiday.

Rotating Shift means a roster in which an employee's ordinary working hours are rostered to cycle through the following shifts in every four (4) weeks:

- (a) Morning Shift, and/or
- (b) Afternoon Shift, and/or
- (c) Nights Shift, and/or
- (d) Where at least two Saturdays and/or Sundays in every four weeks are rostered as ordinary hours.

Rotating Shift Worker means an employee who works Rotating Shifts.

Salary Employee means any person employed by the City in any position other than a Wages Employee.

Saturday shift means ordinary daily working hours the major portion of which fall between midnight Friday and midnight Saturday.

Shift Work means ordinary hours of work performed on Permanent Shifts usually falling at least partially outside of the spread of ordinary hours, or Rotating Shifts.

Shift Worker means an employee who works Permanent Shifts, Rotating Shifts or is a transferred shift worker in accordance with clause 14.8. An employee who performs their ordinary hours of work in the ordinary spread of hours and days specified in clause 14 is not a shift worker for the purposes of this Award.

Sunday shift means ordinary working hours the major portion of which fall between midnight Saturday and midnight Sunday.

Union(s) means an industrial organisation(s) of employees as identified above in clause 2.1 above.

Wages Employee means any person employed by the City in the following positions:

Arborist AQ3	Automotive Electrician
Bricklayer/Stonemason	Bush Regenerator - Gardener
Carpenter/Tradesperson	Chipper Truck Driver
Crew Leader, CITO	Crew Member, CITO
Crew Member, Cleansing	Crew Operator, Cleansing
Drainer (licensed plumber)	Driver, Drains Maintenance
Electrician	Emergency Services Officer
Fitter	Gardener
Greenkeeper	Labourer - Response Crew
Mechanical Tradesperson multi skilled	Minor Plant Fitter
Motor Mechanic	Operational Arborist
Painter	Plumber
Plumber/Drainer	Service Person
Stonemason	Tradesperson/Mechanic
Welder Fabricator	

- 3.3. Where, in this Award, there is a reference to an 'agreement between the parties' then - absent any other meaning being used, it will be an agreement between the City and the applicable Unions.

4. Anti-Discrimination

- 4.1 It is the intention of the parties to this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 4.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 4.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- 4.4 Nothing in this clause is to be taken to affect:
- 4.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 4.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 4.4.3 any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the *Anti-Discrimination Act 1977* (NSW); or
 - 4.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 4.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

PART TWO - EMPLOYMENT ARRANGEMENTS

5. Types of Engagement

- 5.1 Employment will be on either a full-time, part-time, temporary or casual basis.
- 5.2 An employee will either be engaged as a Salary Employee or Wages Employee.

Full-time employment

- 5.3 Except as provided elsewhere in this Award:
- 5.3.1 a full-time Salary Employee is engaged to work 36.25 ordinary hours per week; and
 - 5.3.2 a full-time Wages Employee is engaged to work 38 ordinary hours per week.

Part-time employment

- 5.4 A part-time employee is permanently employed on a regular number of hours which are less than the full-time ordinary hours.
- 5.5 Prior to commencing part-time work, the City and employee must agree:
- 5.5.1 that the employee will work part-time;
 - 5.5.2 the hours, days and start/finishing times; and
 - 5.5.3 the nature of the work to be performed.
- 5.6 A part-time employee may, by agreement with the City, vary their part-time work hours, days and times during their employment. Any such variation will be in writing with the original retained by the City and a copy provided to the employee.
- 5.7 The City and the part-time employee may, from time to time, also agree to work more than their agreed number of hours at their Ordinary Hourly Rate either on their agreed ordinary days, or on a day they are not rostered to work, provided that the total number of agreed ordinary hours does not exceed the full-time ordinary hours for the position.
- 5.8 Part-time employees will receive all the conditions prescribed by this Award on a pro-rata basis. An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

Temporary employment

- 5.9 If a position is vacant or the holder of the position is sick or absent, the City may appoint a person to the position temporarily. Temporary appointments will not continue for more than twelve (12) months in accordance with the *Local Government Act 1993* (NSW).

Term contracts

- 5.10 The City may only employ a person on a term contract in the following situations:

- 5.10.1 for the life of a specific task or project that has a definable work activity;

- 5.10.2 to perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding;

- 5.10.3 to perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position;

- 5.10.4 to temporarily replace an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work and leave arrangement;

- 5.10.5 to undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution;

- 5.10.6 to trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area;

- 5.10.7 to perform the duties associated with a vacant position during the intervening period between when the City has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;

- 5.10.8 to accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions); or

- 5.10.9 to perform seasonal work.

Casual employment

- 5.11 A casual employee is engaged on a day to day basis, works intermittently in relieving work or performs work of a casual and/or unexpected nature.

- 5.12 A casual employee is:

- 5.12.1 engaged on an hourly basis and paid as such; and

- 5.12.2 paid a casual loading of 25% of their Ordinary Hourly Rate in lieu of all other entitlements otherwise available to permanent employees which includes: paid leave entitlements.

- 5.13 The ordinary weekly hours of a casual employee may be rostered Monday to Sunday inclusive.

- 5.14 Except as provided below, the minimum period of engagement for any casual employee will be four (4) hours.

- 5.15 The exception is that the minimum period of engagement for any casual employee will be one (1) hour if the casual employee is required to attend a Learning and Development training session. Casual employees will be told if their engagement is for this purpose and the duration.

- 5.16 If a casual period of engagement is cancelled by the City:
- 5.16.1 with less than twelve (12) hours' notice, the employee will be paid for the entire rostered period of engagement as if they had worked the shift; or
 - 5.16.2 with twelve (12) hours' or more notice, the employee will not be paid for the rostered period of engagement.
- 5.17 Casual employees will be informed of any cancelled shifts by telephone call, SMS or email as recorded on file for them. It is the employee's responsibility to ensure that any changes in contact information are updated with the City as soon as possible.
- 5.18 The terms and conditions of this Award do not apply to casual employees, unless explicitly specified to apply.

6. Other Terms of Employment

Probation

- 6.1 The probationary period will allow the City and the employee to ascertain whether the employee's work performance meets the standards required. The period of probation applies to initial appointments with the City and will be up to 6 months.

Internal appointment

- 6.2 Internal appointment to another position with the City will be subject to vacancies and a competitive selection process in accordance with the City's Recruitment and Selection Policy.

Resourcing

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

Work flexibility

- 6.5 Employees will be flexible to the City's requests to perform additional or other duties, or work at different locations, as necessary to enable the City to meet operational and customer service needs.

Temporary changes

- 6.6 Employees may be requested to:
- 6.6.1 work in any part or location of the City's organisation, or
 - 6.6.2 perform another role within their capabilities,
from time to time to meet operational and customer service needs.
Transfer to different business area and role
- 6.7 To meet service demands, from time to time, the City may require employees to transfer between divisions or units/positions within the same salary band or level.

- 6.8 The transfer of an employee to a new position (including with changes to duties and functions) will be carried out after considering the job requirements of the position and the employee's relevant experience, skills, abilities and knowledge.
- 6.9 An employee will not be placed in a position where they are unable or unqualified to meet that position's job requirements, unless training (formal or on the job) opportunities are provided to gain necessary skills. It is the responsibility of the employee to notify the City if they believe they are unable or unqualified to meet a position's job requirements.
- 6.10 Where prior written approval is given, the City will bear the costs associated with any training which the employee is requested or required to undertake.
- 6.11 Transferring employees, for the purposes of this clause will receive their existing rate of pay (i.e. the employee's take home pay will not be reduced).

Uniforms and clothing

- 6.12 Where the City requires an employee to wear a uniform, the City will pay the cost of such a uniform.
- 6.13 Where, in the opinion of the City, employment is likely to cause abnormal wear or damage to the employee's personal clothing, the City will provide and pay the cost of protective clothing.
- 6.14 Where the City has provided an employee with safety or protective clothing and equipment, the employee will wear or use them in such a way as to achieve the purpose for which they were supplied. In addition the employee will replace or pay for any such safety clothing and equipment or other articles which, in the opinion of the Chief Executive Officer, are lost or damaged through the employee's misuse or negligence.
- 6.15 An employee will attend work with their uniform and safety or protective clothing to perform their role. An employee will be sent home without pay if they have not complied with this clause.

7. Attendance

Notification of absence

- 7.1 An employee, who does not report for work on any day, for any reason, will, as soon as practicable, notify the City or its authorised representative of the reason for and duration of their absence.

Absent without reasonable cause

- 7.2 Where an employee is absent from work without reasonable excuse, the City may make deductions from the employee's salary to recover the time lost.

Abandonment of employment

- 7.3 Where an employee is absent from work without permission for a continuous period of two (2) normal working weeks and fails to provide a satisfactory explanation for the absence, the employee will be deemed to have terminated their employment by resignation with effect from the first day of the absence.

8. Skills Development and Workplace Training

- 8.1 The City agrees to develop and implement individual development plans for all staff. Such plans will be developed through consultation and assessment of skills with regard to organisational requirements and individual career paths.
- 8.2 Individual development plans will be reviewed annually in line with the Performance Management & Development Program, as may be amended from time to time.

- 8.3 If an employee is required by the City to undertake compulsory training in accordance with the employee's individual's development plan, the employee will not suffer any reduction in the employee's Ordinary Rate of Pay as a result.

9. Accreditation of Employees

- 9.1 Where the City requires an employee to be accredited by a professional association to perform their responsibilities, the City will pay the reasonable costs associated with obtaining and/or maintaining accreditation, including the cost of accreditation fees and compulsory continued professional development training fees.

10. Policies and Consultative Committee

Policies

- 10.1 The parties acknowledge the importance of policies and procedures to establish and regulate employment benefits and responsibilities.
- 10.2 At the time of making this Award, the City has the key policies listed in Appendix 4 to this Award.
- 10.3 The City's policies and procedures are not incorporated as terms into this Award.
- 10.4 The City will consult on all policies pertaining to this Award that it introduces or substantially varies from time to time. Such consultation will usually occur via the JCC prior to implementation.
- 10.5 The elements of the key policies, as referenced in Appendix 4, will be protected under this Award and the listed elements from these key policies will not be varied without consultation with the Unions.

Joint Consultative Committee

- 10.6 The City will have a JCC to:
- 10.6.1 provide a forum for consultation between the City and its employees that encourages a free and open exchange of views;
 - 10.6.2 allow positive co-operation about workplace efficiency and improvement at the City and about better terms and conditions.
- 10.7 The size and composition of the JCC will be representative of the employer's workforce and agreed to by the City and the local representatives from each of the Unions. Agreement will not be unreasonably withheld.
- 10.8 The JCC will include but not be limited to employee representatives of each of the Unions who have members employed at the City.
- 10.9 The JCC will:
- 10.9.1 comprise elected representative employees, including employee representatives of the Unions;
 - 10.9.2 meet as agreed with, and or required by, the City;
 - 10.9.3 discuss matters relating to this Award or raised by the City for consultation; and
 - 10.9.4 where appropriate, make recommendations to the City on consensus, noting any dissenting views.
- 10.10 Officers or officials of the Unions may attend JCC meetings at invitation of the JCC or the City.

10.11 The JCC does not deal with:

- 10.11.1 matters excluded by this clause or Award; or
- 10.11.2 matters properly falling with the grievance and dispute resolution procedures.

11. Work Health and Safety

- 11.1 The parties to this Award acknowledge that they are mutually responsible for providing a safe and healthy work environment. The parties will work co-operatively through the Work Health & Safety (WHS) Committee and other workplace consultative committees to ensure that employees carry out their work free from the risk of injury or harm.
- 11.2 The City will continuously address hazards in the workplace through implementation of WHS plans which may be added to or amended from time to time. WHS plans will be used to identify, assess and control workplace hazards through consultation with employees and management.
- 11.3 The City will put in place and/or instruct employees on safe systems of work and all employees will comply with those safe systems of work and use the plant, equipment, and protective clothing provided safely and in the manner for which it is intended.
- 11.4 Employees who identify potential risks or hazards must immediately report the risk or hazard to their immediate supervisor or WHS Committee.

Rehabilitation

- 11.5 The City will provide and resource a workplace-based rehabilitation program and rehabilitation co-ordinator in accordance with statutory requirements.
- 11.6 The City's rehabilitation program will ensure that rehabilitation is commenced as soon as practicable following injury or illness and will ensure that appropriate duties are provided to assist in an early return to work. Participation in a rehabilitation program will not prejudice an employee.
- 11.7 Employees are required to formally notify their supervisor of any injury or illness as soon as possible. Employees must attend any medical or rehabilitation assessments required by the City and must cooperate with the City's directions in respect of any rehabilitation program.

First aid officer

- 11.8 The City must ensure that sufficient first aid officers are nominated in each work area to cover all shift and variable working arrangements.

Bullying

- 11.9 The City is committed to taking reasonably practicable steps to eliminate bullying in the workplace.
- 11.10 The City agrees to maintain a bullying and harassment policy.
- 11.11 'Bullying' means conduct at work where a person or group of people repeatedly act unreasonably towards an employee or group of employees, and that behaviour creates a risk to health and safety.
- 11.12 Bullying behaviour may involve, but is not limited to, any of the following types of behaviour:
 - 11.12.1 aggressive, threatening or intimidating conduct;
 - 11.12.2 belittling or humiliating comments;
 - 11.12.3 spreading malicious rumours;

- 11.12.4 teasing, practical jokes or ‘initiation ceremonies’;
 - 11.12.5 exclusion from work-related events;
 - 11.12.6 unreasonable work expectations, including too much or too little work, or work below or beyond an employee’s skill level;
 - 11.12.7 displaying offensive material; and or
 - 11.12.8 pressure to behave in an inappropriate manner.
- 11.13 Reasonable management action carried out in a reasonable manner does not constitute bullying behaviour.
- 11.14 Where bullying behaviour is alleged, the terms of the City’s Grievance and Conflict Resolution policy, as amended from time to time, may be applied.

12. Local Workplace Agreements

- 12.1 The parties agree to review operations at the workplace level on an ongoing basis with the view to providing enhanced flexibility and efficiency.
- 12.2 In agreement with employees and their representative Unions, the City may establish Local Workplace Agreements (LWA) particular to a specific site or group of employees to provide improved flexibility and efficiency.
- 12.3 A LWA may be negotiated to provide for different conditions of employment than are provided for in the Award. As an example, an LWA may change issues relating to: hours of work, Shift Work, overtime, on call, meal breaks and allowance payments.
- 12.4 A LWA may provide for different conditions of employment where the following requirements have been complied with:
- 12.4.1 Employees are not disadvantaged when the LWA is viewed as a whole;
 - 12.4.2 The majority of employees affected agree after taking all views into consideration, including the need to maintain effective working relationships;
 - 12.4.3 The appropriate Union has been advised prior to commencement of discussions with the employees concerned;
 - 12.4.4 The LWA is not contrary to any law and does not jeopardise safety;
 - 12.4.5 The hours of work cannot be altered so that they exceed the maximum number of ordinary hours allowed under the *Industrial Relations Act 1996* (NSW); and
 - 12.4.6 The LWA will improve efficiency and/or customer service and/or job satisfaction.
- 12.5 LWA’s will be productivity-based. Existing Award provisions will apply unless expressly varied by the LWA.
- 12.6 LWA’s may provide for improvements in remuneration and/or conditions linked to productivity improvements.
- 12.7 LWA’s will be by consent, between employees, the City and the relevant Union(s). Any LWA will be recorded in writing and specify a date of operation and expiration date. Affected employees will be given the opportunity to vote on any LWA proposed by the relevant Union(s). In order for the LWA to be accepted, a majority (i.e. 50% +1) of affected employees must vote in favour of it.

- 12.8 All LWA's that have been accepted as per clause 12.7 will be registered with the NSW Industrial Relations Commission.

Memorandums of Understanding

- 12.9 The City and the Secretary of the relevant union party to this Award may establish Memorandums of Understanding (MOU) to apply to the following groups of employees:
- 12.9.1 Security Operators and Security Operations Coordinators employed prior to the Commencement Date; or
 - 12.9.2 Security Operators and Security Operations Coordinators employed on or after the Commencement Date;
 - 12.9.3 Shift Workers in the City Rangers Business Unit; or
 - 12.9.4 other specific business units and its employees.
- 12.10 An MOU may provide for different conditions of employment than are provided for in the City's Industrial Agreements and Awards in circumstances where:
- 12.10.1 Employees are not disadvantaged when the MOU is viewed as a whole;
 - 12.10.2 Existing Award provisions will apply unless expressly varied by such an Agreement;
 - 12.10.3 Employees are not obliged to accept the MOU. The MOU will only apply to those employees who choose to be covered by it. Once an employee has elected to be covered by the MOU they cannot bring a claim regarding the alternative terms and conditions in the Award which would apply to them if they were not covered by the MOU;
- 12.11 An MOU will operate until this Award is rescinded or replaced.

13. Labour Hire

- 13.1 Labour hire employees will usually not be engaged on a permanent and ongoing basis in work functions ordinarily filled by permanent employees. The City will review the use of labour hire employees on an annual basis.
- 13.2 This clause does not apply to the employment of apprentices and/or trainees by a group training business.
- 13.3 Notwithstanding the provisions of clause 13.1, the City and the relevant Union may agree in writing that the City may replace an employee of the City on a permanent basis with labour hire employee(s). The relevant Union will not unreasonably object to such a request by the City.

PART THREE - HOURS OF WORK

14. Hours of Work

Ordinary hours of work

- 14.1 Except as provided elsewhere in the Award, the ordinary hours of work are:
- 14.1.1 for a Salary Employee, 36.25 hours per week Monday to Friday inclusive;
 - 14.1.2 for a Wages Employee, 38 hours per week Monday to Friday inclusive (or 152 hours over a four (4) week period);

14.1.3 for employees employed as City Rangers, Security Operators or Security Operation Coordinators, 38 hours per week; and

14.1.4 where, by agreement, based on operational requirements, a Salary Employee may be engaged for a 38 hour per week.

14.2 Unless varied by agreement, a full-time Driver of Lorry (Refuse Collection and/or Disposal), Labourer (Refuse Collection and/or Disposal), Labourer (Street Sweeping), Mechanical Plant Operator (Refuse Collection and/or Disposal), engaged on night cleansing work including collection and/or disposal of refuse, is employed to work 32 hours per week, spread over not more than 11 shifts on 14 consecutive days. These employees will be paid, in addition to and averaged into the Ordinary Rate of Pay, a shift penalty of 11.5% in respect of any shift worked Monday to Friday inclusive, except in respect of a shift worked on a public holiday.

Spread of hours

14.3 Except as provided below, the ordinary spread of hours will be from 6.00 am to 8.00 pm Monday to Friday inclusive. Note that the ordinary spread of hours can be varied by agreement between the parties.

14.4 The exceptions are:

14.4.1 Refuse Collection, not Street Sweeping, between 5.30 am and 8.00 pm;

14.4.2 Library Division, between 6.00 am and 9.00 pm; and

14.4.3 Shift workers as set out in clause 14.6 to 14.9.

14.5 An employee may request to work ordinary hours outside the spread of hours for their role, and the City may agree to the request, subject to the following:

14.5.1 An employee's request must be in writing and specify a period within which the arrangement is to operate.

14.5.2 The City will consider the request in accordance with the City's Flexible Working Arrangement Policy or guidelines as amended from time to time.

14.5.3 If the City agrees to the request, the agreement must be confined to the role the employee is working in at the time.

14.5.4 The City will not be required to pay a shift penalty for the ordinary hours worked outside the spread of hours.

14.5.5 Once the agreement expires, the parties are not prevented from entering into another agreement under this clause.

Shift Work

14.6 The ordinary working hours of a Shift Worker will not exceed 76 hours per fortnight to be worked as rostered, Monday to Sunday inclusive, provided they will not be required to work more than eleven (11) shifts in fourteen (14) consecutive days without payment of overtime or be required to work broken shifts.

14.7 Shift Workers will be provided with an interval of at least eight (8) hours between the end of any shift and the commencement of the next succeeding shift.

14.8 In order to meet operational and customer service needs, the City may introduce Shift Work, change the Shift Work arrangements or transfer employees between Shift Work and day work arrangements as needed. Such a change is subject to:

- 14.8.1 Where a decision has been made to introduce Shift Work or change existing Shift Work arrangements, new employees commencing after the decision is made may be engaged on the new Shift Work arrangement as a condition of employment.
- 14.8.2 Mutual agreement must otherwise be reached with an existing employee before that employee can be transferred from day work to Shift Work or before a significant change is made to the existing Shift Work arrangements. A significant change may be an extension of the days of the week on which the employee's shifts are performed.
- 14.9 The City must give a rostered Shift Worker (other than a Shift Worker rostered for relief work) at least 48 hours' notice of a change of roster arrangements. If such notice is not given, the employee will be paid double time for the first shift worked on the altered roster. This penalty is calculated on the employee's Ordinary Rate of Pay plus any applicable roster allowances.
- 14.10 Except in cases of emergency (to be determined by the City), the City may alter the starting or finishing time of a Shift Worker temporarily for a period of two (2) weeks by giving seven (7) days' notice to the employee and to the applicable Union).
- 14.11 In addition, the following conditions also apply:
- 14.11.1 Except in cases of emergency (to be determined by the City), if less than seven (7) days' notice is provided to change the shift starting and finishing times, the change will be made by mutual agreement. If no mutual agreement is reached then the shift time will remain the same.
- 14.11.2 The starting and finishing times may be varied at any time when there is mutual agreement. Notice to the relevant Union(s) is not required when there is mutual agreement.
- 14.11.3 The penalty payment of double time for the first shift worked on the altered roster, will apply when less than 48 hours' notice of the change is provided by the City. The penalty will not apply when the employee agrees to or requests the change.

Casual employees

- 14.12 The ordinary weekly hours for casual positions is 38 hours or 36.25 hours, as determined by the City and rostered Monday to Sunday inclusive. In calculating the ordinary weekly hours, any hours worked each day which are in excess of the Ordinary Daily Hours will not be included.

15. Penalty Rates

- 15.1 The following shift penalty rates are payable to Shift Workers for working the following shifts:

15.1.1 Rotating Shifts

Shift	When	Rate payable
Morning Shift	Monday to Friday inclusive	Ordinary Rate of Pay + 15%
Afternoon Shift	Monday to Friday inclusive	Ordinary Rate of Pay + 15%
Night Shift	Monday to Friday inclusive	Ordinary Rate of Pay + 15%

15.1.2 Permanent Shifts

Shift	When	Rate payable
Morning Shift	Monday to Friday inclusive	Ordinary Rate of Pay + 15%
Afternoon Shift	Monday to Friday inclusive	Ordinary Rate of Pay + 15%
Night Shift	Monday to Friday inclusive	Ordinary Rate of Pay + 30%

15.1.3 Weekend and Public Holiday Shifts

Shift	Rate payable
Saturday Shift	Ordinary Rate of Pay + 50%
Sunday Shift	Ordinary Rate of Pay + 100%
Public Holiday Shift	Ordinary Rate of Pay + 200%

15.1.4 Prescribed 32 Hour Week Shift Workers

Shift	When	Rate payable
Permanent Night Shift	Monday-Friday inclusive	Ordinary Rate of Pay +11.5%
Saturday shift		Ordinary Rate of Pay + 25%
Sunday shift		Ordinary Rate of Pay + 75%
Public Holiday shift		Ordinary Rate of Pay + 200%

Payment of shift penalty rates

- 15.2 Shift penalty rates will be paid, where possible, as an averaged annual amount to provide employees working Shift Work with a standardised pay outcome per pay period.

Transfer between shifts

- 15.3 Except as provided for below, an employee engaged on day work who is required by the City to transfer to Shift Work will be paid for all Morning Shift, Afternoon Shift and Night Shift worked in the first week of transfer at the following applicable penalty rates:

15.3.1 38-hour week roster - Ordinary Rate of Pay plus 50%.

15.3.2 32-hour week roster - Ordinary Rate of Pay plus 25%.

- 15.4 An employee engaged in day work, transferred to Shift Work at their own request, or as a result of having applied for and obtained a position involving Shift Work, will not be entitled to additional payments described in this clause.
- 15.5 An employee who is previously engaged in day work and is transferred to Shift Work, whether at their own request or at the initiative of the City, will on the point of the transfer, become a Shift Worker for the purposes of this Award.

Casual employees

- 15.6 Casual employees who work:

15.6.1 outside the relevant spread of hours in clause 14.1 and 14.2 are entitled to the applicable Rotating Shift penalty rate for Morning Shift, Afternoon Shift and Night Shift,

15.6.2 on weekends and public holidays are entitled to penalty rates for Saturday Shifts, Sunday Shifts and Public Holiday Shifts,

calculated as follows:

15.6.3 the shift penalties are calculated on the Ordinary Hourly Rate;

15.6.4 the casual loading is calculated on the Ordinary Hourly Rate;

15.6.5 the Ordinary Hourly Rate, the applicable shift loading and the casual loading are combined to obtain the hourly rate payable to the casual employee.

16. Flexible Work Arrangements

- 16.1 This clause provides flexible work arrangements and flexible work rosters that may be entered into by the City with individual employees, a work team or business unit. Either the City or employee(s) may initiate a request for flexible arrangements.
- 16.2 The parties agree that assessment of any flexible work arrangement or roster will consider the City's obligations to serve the City of Sydney community effectively and efficiently, provide a safe workplace for all City employees and will be cost neutral to the City, balanced against an employee's need for flexibility. The City will not unreasonably refuse a request for a flexible arrangement.
- 16.3 Any flexible rostering or work arrangement such as a compressed working arrangement that involves the employee requesting a day or time off, that day or time off will be arranged to be at times which suit business and or operational needs.
- 16.4 The parties may suspend a flexible roster or work arrangement by agreement.
- 16.5 Either party may, on twenty-eight (28) days' written notice, terminate any flexible work arrangement (including if the flexible roster and work arrangement is trialled). Where a flexible roster and work arrangement is agreed on a collective basis, termination by employees must occur by majority vote. The City will not unreasonably terminate a flexible work arrangement.

Individual flexible work arrangements

- 16.6 An individual may request a flexible work arrangement in writing, setting out the details of the arrangements, the reasons for seeking the arrangement and the start and end date of the arrangement. The reasons for requesting such a change may include:
- 16.6.1 carer responsibilities of a child who is of school age or younger;
- 16.6.2 being a carer within the meaning of the *Carer Recognition Act 2010* (Cth);
- 16.6.3 the employee having a disability;
- 16.6.4 the employee is 55 years of age or older; or
- 16.6.5 such other circumstances where an employee can demonstrate a genuine need for flexible work arrangement, including in circumstances of personal or pressing domestic necessity or family and domestic violence.
- 16.7 Individual flexible work arrangements may include:
- 16.7.1 different starting and finishing times (including outside of the normal spread of hours to meet individual needs and without attracting overtime and penalties that might otherwise apply);
- 16.7.2 part-time and or job share arrangements;
- 16.7.3 remote working (on an occasional, regular or temporary basis); or
- 16.7.4 19-day month that involves the employee working additional daily hours each 19 working days to have the 20th day off as a paid ordinary day.
- 16.8 The City will respond in writing to individual requests for individual flexible work arrangements within 28 working days. The City may refuse a request to enter into an individual flexible work arrangement on reasonable business and or operational grounds. Any written response will include the reasons for any refusal. The City will not unreasonably refuse a request.
- 16.9 Approved individual flexible work arrangements will be reviewed on a regular basis but, as a minimum, every 12 months.

Team flexible work arrangements

- 16.10 The City, the Union or a group of employees may initiate a request to enter into a team flexible work arrangement within a team or business unit. This may involve changes to where, when and how the work is performed in the team. Any arrangement such as change to hours of work/rosters or work location will only be made with prior consultation with affected employees and any relevant Union(s).
- 16.11 A team flexible work request will be assessed in accordance with the City's policies and guidelines, as amended by the City from time to time. However, a flexible work request must maintain or improve service delivery, provide a safe workplace for all City employees and will be cost neutral to the City, balanced against the teams need for flexibility.
- 16.12 The City will respond within two (2) months. The policies and guidelines are not incorporated into this Award.
- 16.13 The City may refuse a request to enter into a team flexible work arrangement put forward by employees on reasonable business and or operational grounds. Any written response will include the reasons for any refusal. The City will not unreasonably refuse a request.
- 16.14 The City may require that a team flexible work arrangement apply across a whole work team or business unit for managing rostering and service needs or be subject to a trial before making a final decision.
- 16.15 A team flexible work arrangement applying to a group of employees must be approved by a majority vote of those affected employees.
- 16.16 Possible flexible work roster arrangements may include:
- 16.16.1 a compressed working arrangement, that may be over a week, fortnight, or twenty-eight (28) day period, that involves the employees working their ordinary hours in that period over less days, or
 - 16.16.2 different starting and finishing times with a span of working days from Monday to Friday on the proviso that the employee does not exceed twenty (20) working days in each twenty-eight (28) day cycle.
 - 16.16.3 remote working (on an occasional, temporary or regular basis);
 - 16.16.4 The above examples do not limit any other roster or work arrangement formerly agreed between the city and the employee(s) or group.

Use of make-up time

- 16.17 An employee may elect, with the consent of the City, to work "make up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours, at the Ordinary Rate of Pay.
- 16.18 An employee on Shift Work may elect, with the consent of the City, to work "make-up" time (under which the employee takes time off during ordinary hours and works those hours at another time) at the Shift Work rate which would have been applicable to the hours taken off.

17. Public Holidays

- 17.1 The following days will be observed as public holidays:
- 17.1.1 the days specified in the *Public Holidays Act* 2010 (NSW) that are applicable to the City including:
 - (a) New Year's Day;

- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) King's Birthday;
- (i) Labour Day;
- (j) Christmas Day; and
- (k) Boxing Day;

17.1.2 for employees who identify as Aboriginal and Torres Strait Islanders, they will be entitled to an additional day of leave during NAIDOC week, at a time agreed with their manager, so that they can participate in National Aboriginal and Islander Day celebrations; and

17.1.3 the Annual Picnic Day as notified by the Union(s), for all employees who are union members. Proof of union membership may be required by the City.

17.2 If a public holiday falls on a day an employee (other than a casual employee) would have otherwise been required to work but they observe the public holiday, the employee will be paid their usual working hours at their Ordinary Rate of Pay.

17.3 If a public holiday falls on a Monday to Friday, an employee who is a full-time permanent shift worker in a seven day roster system and is rostered off and not required to work will be paid an ordinary days pay at their Ordinary Rate of Pay.

Higher duties

17.4 Where an employee has performed the duties of a higher position for the full day preceding and following a public holiday, the employee will be paid for the public holiday at the higher rate.

Absent without pay

17.5 An employee who is absent without pay on the working days immediately before and after a public holiday will not be entitled to payment for the public holiday.

Payment for work performed on public holidays

17.6 Employees (other than Salary Employees on band 6 or above) who are required to work on a public holiday will be paid at the applicable overtime rates below.

17.7 Time worked by a Shift Worker on a public holiday during what would otherwise be ordinary working hours will not be regarded as overtime and will be paid for at appropriate penalty rates.

17.8 A Shift Worker who is rostered Monday to Friday and is required to work overtime on a public holiday falling on their day off, will be paid for all hours worked at treble time.

18. Overtime

Requirement to work reasonable overtime

- 18.1 The City may require an employee to work reasonable overtime in order to meet the needs and requirements of the industry, including work on Saturdays, Sundays and public holidays or Shift Work as necessary.

What is overtime?

- 18.2 Except as specified below, overtime is any hours worked by an employee in excess of the full-time ordinary weekly hours (or ordinary daily hours for eligible casuals).
- 18.3 All overtime must be approved and directed to be performed by an authorised officer of the City.

Eligibility for overtime

Salary Employees

- 18.4 A Salary Employee is only eligible for payment for overtime worked if they are classified as Band 5 or lower.
- 18.5 Where a Salary Employee at Band 6 is required to work additional hours on the weekend or on public holidays on a regular and systematic basis to meet service demands:
- 18.5.1 the City and the relevant employee will explore time off in lieu of overtime;
- 18.5.2 if both the City and the relevant employee agree that is impractical, the employee may make a written request to the Chief, People and Culture, to be paid for the additional hours worked at overtime rates;
- 18.5.3 the City will consider payment of these additional hours on a case by case basis.

Overtime rates (other than for shift workers)

- 18.6 For any overtime hours worked, the applicable overtime rates on the employee's Ordinary Rate of Pay (including casual employees) are:

Monday to Friday

- 18.6.1 for overtime worked Monday to Friday:

- (a) Salary Employees will be paid at their Ordinary Rate of Pay for the first three (3) hours of overtime then at time and half for the next two (2) hours of overtime and double time thereafter on the Ordinary Rate of Pay; and
- (b) Wages Employees will be paid at the rate of time and half for the first two (2) hours of overtime and double time thereafter on the Ordinary Rate of Pay;

Saturday

- 18.6.2 for overtime worked on a Saturday will be paid at time and a half for the first two (2) hours and double time thereafter on the Ordinary Rate of Pay, provided that all overtime after 12:00 pm noon on Saturday will be paid at double time.

Sunday

- 18.6.3 for overtime worked on a Sunday will be paid at double time on the Ordinary Rate of Pay.

18.6.4 where 50.1% of a period of overtime occurs on a Sunday, the whole of the overtime period will be paid at the Sunday overtime rates.

Public Holiday

18.6.5 where an eligible employee is required to work overtime on a public holiday (where the time worked falls within the normal working hours were the day not a public holiday), the employee will be paid treble time for all hours worked on that day.

18.6.6 where 50.1% of a period of overtime occurs on a public holiday, the whole of the overtime period will be paid at the public holiday overtime rates.

Time off in lieu

18.7 Employees eligible for overtime pay may choose whether to be paid for the overtime or to take time off in lieu. Time off in lieu will be taken within a calendar month with the exception that occasions occurring within the last week of the month will be carried forward to the next month. Other arrangements may be made by mutual agreement between the employee and their supervisor. Employees opting to take time off in lieu will be granted the equivalent time off to the actual hours worked.

Overtime for Shift Workers

18.8 This clause does not apply to casual employees. All overtime worked by a Shift Worker, either before or after and in extension of their ordinary daily working hours, will be paid as follows:

Monday to Saturday (inclusive)

18.8.1 time and a half for the first two (2) hours and double time thereafter on the Ordinary Rate of Pay, provided that all overtime worked after 12:00pm noon on Saturday will be double time on the Ordinary Rate of Pay.

Sundays

18.8.2 at double time on the Ordinary Rate of Pay.

Public Holidays

18.8.3 at treble time on the Ordinary Rate of Pay.

Part-time employees

18.9 Part-time employees who agree to work in excess of their regular part-time hours will be paid their Ordinary Rate of Pay for work completed either on their agreed ordinary days or on a day they are not rostered to work.

18.10 For part-time employees, overtime will apply where:

18.10.1 a part-time employee is directed to work hours in excess of their agreed part-time hours;
or

18.10.2 the total hours for the week exceeds the full-time ordinary hours for the position.

18.11 Any hours paid at overtime rates will not count towards the full-time ordinary hours for the position.

Minimum Break

18.12 Overtime will be arranged so that an employee (including casual employees) has at least ten (10) consecutive hours off duty between the ordinary working hours of successive days.

- 18.13 For overtime worked outside of ordinary working days the employee must have at least ten (10) consecutive hours off duty between overtime shifts and the commencement of ordinary working hours.
- 18.14 An employee who does not receive the break outlined above will be released after the completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 18.15 If an employee is instructed to resume work without receiving the ten (10) consecutive hours off duty, the employee will be paid at double time on the Ordinary Rate of Pay until released from duty and then will be entitled to a ten (10) hour break without loss of pay.

Continuous Overtime

- 18.16 Overtime worked, on any one (1) day, whether in broken periods or otherwise will be regarded as continuous, except for the purposes of calculating meal allowance.

Transport

- 18.17 If overtime finishes at an hour when the usual means of transport to the employee's home are not available, the City will provide or pay for suitable transport direct to the employee's home.

Overtime on a "Day Off"

- 18.18 A Permanent or Rotating Shift Worker whose ordinary working hours include a Saturday and/or Sunday under a seven (7) day roster system and who is:

18.18.1 required to work overtime on a 'day off'; or

18.18.2 who has finished work and is called out to work overtime which commences and terminates before their next normal starting time,

will be paid for such overtime at double time on the Ordinary Rate of Pay.

- 18.19 A Shift Worker required to work overtime on a 'day off' whose ordinary hours of work are rostered Monday to Friday will receive the overtime rates for Shift Workers set out above in clause 18.8.

- 18.20 A Shift Worker who is rostered Monday to Friday and is required to work overtime on a public holiday falling on their day off, will be paid for all hours worked at treble time on the Ordinary Rate of Pay.

- 18.21 A Permanent or Rotating Shift Worker whose ordinary working hours include a Saturday and/or Sunday under a seven-day roster system and who is required to work overtime on a public holiday falling on their 'day off' on a Monday to Friday will receive:

18.21.1 payment for hours worked at the employee's Ordinary Rate of Pay;

18.21.2 double time for all hours worked up to the number of hours which are equal to the employee's ordinary daily hours; and

18.21.3 treble time for all hours which are in excess of the hours in clause 18.21.2 above.

- 18.22 A Permanent or Rotating Shift Worker who works Saturday and/or Sunday under a seven-day roster system and who is required to work overtime on a public holiday falling on their 'day off' on a Saturday or Sunday will receive treble time for all hours worked.

Ordinary Working Hours on a public holiday

- 18.23 Time worked by a Shift Worker on a public holiday during what would otherwise be ordinary working hours will not be regarded as overtime and will be paid for at appropriate penalty rates.

Call Back to Work

18.24 An employee is on a call back if the employee has finished work and without receiving notice before finishing work is directed to return back to work before their next normal starting time.

18.25 An employee who is called back to work will receive:

18.25.1 A minimum payment equivalent to four (4) hours inclusive of travelling time paid in accordance with clause 18.25.2 below.

18.25.2 The payment will be at the appropriate overtime rates whether required to work for four (4) hours or not.

18.25.3 If more than four (4) hours is worked on a call back, the additional time will be paid by the minute at appropriate overtime rates.

19. Meal and Crib Breaks**Ordinary Working Hours**

19.1 Except as provided, the City will grant an unpaid meal break of forty-five (45) minutes during ordinary daily working hours, to be taken as directed.

19.2 An employee will only be required to work continuously for more than five (5) hours without a meal or crib break in cases of extreme emergency. In these instances, the employee will be paid at double time on their Ordinary Rate of Pay for all time worked after the expiry of the five (5) hour period until the break is granted, or until normal finishing time, whichever is the earlier.

19.3 An employee required to commence ordinary working hours between 5.30 am and 6.00 am (both inclusive) will be granted a crib break of fifteen (15) minutes duration before 9.00 am, to count as ordinary time worked, and taken as directed.

19.4 Wages Employees will have their morning tea at their work location. Salary Employees will take their morning and afternoon tea break at their workstations.

Shift Work

19.5 A Shift Worker on Continuous Shift Work will be granted a crib break of thirty (30) minutes per shift.

19.6 A Shift Worker (other than an employee on Continuous Shift Work), will be granted a crib break of thirty (30) minutes in each Morning, Afternoon, Night, Saturday, Sunday and Public Holiday shift exceeding five (5) hours duration.

19.7 Crib breaks will be taken as directed, will be part of ordinary working hours, and will be paid for at the rate applicable to the shift on which the employee is engaged.

19.8 For the purposes of subclauses 19.5 to 19.7, Continuous Shift Work means work carried out through a work area roster providing for shifts within twenty-four (24) hours periods for at least six (6) consecutive days and only interrupted by breakdowns, meal breaks, or due to unavoidable causes beyond the control of the City.

Overtime

19.9 Where an employee is directed to work a period of overtime which adjoins the employee's ordinary working time, which extends for two (2) hours or more, the employee will be granted a crib break of twenty (20) minutes for each two (2) hours of overtime, to be taken as directed, and paid at the applicable overtime rate.

- 19.10 Overtime worked before and after normal finishing time will not be regarded as continuous for the purposes of this clause, and an employee will not be entitled to payment for crib time unless the employee is required to continue working after having taken such crib time.
- 19.11 An employee directed to work overtime which commences and finishes outside ordinary working hours or falls on any day which is not an ordinary working day, will be granted a crib break of twenty (20) minutes upon the completion of each four (4) hours of such overtime, which if the employee is required to continue working after such crib break, will be paid for at the applicable overtime rate.
- 19.12 The City may direct an employee who becomes entitled to more than one (1) crib break to take the crib breaks in either separate or consecutive periods but will not require the employee to work continuously for more than five (5) hours without a crib break.
- 19.13 In the case where the needs and requirements of the work so permit, the City, if requested by an employee engaged on overtime, may extend the duration of any crib break to which the employee has become entitled, for a period not exceeding one (1) hour to be taken as directed by City. If the employee takes such a break, then the City will not be liable for any time taken in excess of twenty (20) minutes, nor will such excess time count as time worked.
- 19.14 Except as provided above, in the calculation of overtime crib breaks will be treated as part of the time worked.

Casual employees

- 19.15 Where Ordinary Daily Hours are worked within the ordinary spread of hours, a casual employee will not be required to work more than five (5) hours without receiving an unpaid meal break of 30 minutes. Unpaid meal breaks will be taken as directed.
- 19.16 Where ordinary daily hours are worked on a Morning Shift, Afternoon Shift, Night Shift, Saturday, Sunday or Public Holiday Shift exceeding five (5) hours in duration, casual employees will receive a crib break of 30 minutes. Crib breaks will be taken as directed, will be part of ordinary daily hours, and will be paid for at the rate applicable to the shift upon which the employee is engaged.
- 19.17 A casual employee whose work starts and ends outside of the Ordinary Weekly Hours as calculated in accordance with 14.12 will be granted a crib break of twenty (20) minutes at the completion of each four (4) hours of overtime. The crib break will be paid at the overtime rate applicable if the employee is required to continue working after such crib break.

PART FOUR - SALARY SYSTEMS AND RATES OF PAY

20. Principles

Salary band and range principles

- 20.1 The salary band system provides for ten (10) salary bands to encompass all employees. The salary entry levels for the salary bands are sufficient to:
- 20.1.1 differentiate between the successive management levels;
 - 20.1.2 acknowledge that job content at various levels will vary;
 - 20.1.3 properly cater for promotions; and
 - 20.1.4 allow for the enhancement and development of skills, increasing managerial or other responsibilities and personal development.
- 20.2 The salary band system facilitates career development and supports career opportunities for individuals as well as the City's reorganisation activities and enables the development of an effective human resource strategy.

- 20.3 The implementation of City's Performance Management Policy will further improve the multiskilling of employees by ensuring that employees are provided with skills development and opportunities and are recognised for the skills acquired.
- 20.4 The principles related to the salary band system will provide increased flexibility for the City to manage change in the work place, achieve corporate goals, and to foster the development of skills by:
- 20.4.1 mixing and matching of jobs;
 - 20.4.2 training and management development;
 - 20.4.3 provision of adequate study leave for approved courses;
 - 20.4.4 job rotation by agreement between the employee and the City;
 - 20.4.5 vertical and horizontal job re-design which will lead to substantial benefit to employees with more interesting work being performed;
 - 20.4.6 career development based on merit and performance review; promotion based on merit, subject to vacancy and by means of competitive selection process;
 - 20.4.7 open and shared objective assessment of performance;
 - 20.4.8 ongoing elimination of restrictive work and management practices; and
 - 20.4.9 the adoption of the salary band system provides a flexible framework for the classification of positions and the provision of remuneration based on merit.

21. Pay

Rates of pay

- 21.1 The rates of pay for Salary Employees and Wages Employees is at Appendix 1 of this Award.
- 21.2 Superannuation will be paid in accordance with legislative requirements as amended from time to time.

Job evaluation

- 21.3 A position's rate of pay and salary band is determined and evaluated in accordance with City's job evaluation policy and system, as varied from time to time.
- 21.4 The minimum rate of pay attached to job evaluation scores of each position classification will reflect the work value of the position.
- 21.5 All positions will be reviewed upon job redesign, and regularly as positions become vacant in accordance with the City's job evaluation policy and system as varied from time to time.

Salary progression

- 21.6 The City will apply a salary progression scheme that is linked to the City's Performance and Development Management Program as articulated in the "Performance and Development Management Policy" as amended from time to time. The City will consult with employees via the JCC, and with the Unions, regarding the impact of changes to the Performance Development and Management Policy on employees. The City will publish the details of the salary progression scheme to employees.
- 21.7 Employees will be eligible for consideration for salary progression in accordance with the City's 'Performance and Development Management Policy', as may be amended from time to time.

22. Pay Increases

- 22.1 This Award provides for an initial increase of 2% to the rates of pay under the previous Award. This increase is included in the rates that appear in Appendix 1. The new rates of pay detailed in Appendix 1 were retrospectively applied from the first full pay period on or after 1 July 2021. Employees are not entitled to a further increase in respect of their 2021 rate of pay following the commencement of this Award.
- 22.2 The following further increases will be applied to the rates of pay detailed in Appendix 1 from the first full pay period commencing on or after the dates specified below:
- 22.2.1 1 July 2022: 3%.
- 22.2.2 1 July 2023: 4% or the NSW Local Government State Award increase whichever is higher.

Increase to allowances

- 22.3 Allowances payable under the Award have already been increased by 2% and are to be increased annually in accordance with the applicable percentage increase for rates of pay specified in clause 22.2.

23. Annualised Salaries

- 23.1 Notwithstanding any other provision of this Award, the City and an employee may agree to pay and receive an annual salary in satisfaction of any or all payments arising under the Award including rates of pay, allowances, loadings, overtime, penalties and any other additional payments and expenses payable under this Award.
- 23.2 The annual salary must be no less than the amount the employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- 23.3 The annual salary of the employee will be reviewed by the City at least annually and if the employee's rostering pattern changes to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.
- 23.4 An annual salary agreement must:
- 23.4.1 be in writing and signed by both parties;
- 23.4.2 state the date on which the arrangement commences;
- 23.4.3 contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met;
- 23.4.4 be subject to an annual review;
- 23.4.5 contain details of the salary arrangements, including the annual salary that is payable and the award provisions satisfied by the arrangement;
- 23.4.6 contain details of the public holidays and leave loading (if applicable) incorporated in the annual salary;
- 23.4.7 contain the salary for the purposes of accident make up pay; and
- 23.4.8 contain the award band and level for the role.
- 23.5 An annual salary agreement may be terminated:

- 23.5.1 by the City or the employee giving four (4) weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- 23.5.2 at any time, by written agreement between the City and the employee.
- 23.6 On termination of an annual salary agreement, the employee will revert to the Award entitlements unless a new annual salary agreement is reached.
- 23.7 Notwithstanding the above, the City and an employee can separately agree, under contract, to an annualised salary as part of an offer of employment.

24. Salary Sacrifice

- 24.1 The objective is to provide employees with a greater flexibility in the method of how they wish their annual salary to be paid. Salary sacrifice is the substitution of salary for non-salary benefits. This facility is provided on the basis that the total cost to the employer will be no greater than the employee's current Award prescribed salary.
- 24.2 The application of salary sacrifice will be in accordance with the provisions of the City's Salary Sacrifice Policy and arrangements will always be subject to Australian Taxation Office approval and cost neutrality to the City.
- 24.3 To access this provision the employee must comply the following steps:
 - 24.3.1 organise the necessary financial arrangements themselves; and
 - 24.3.2 provide all the necessary information and authorisation to the City for processing.
- 24.4 The employee's total annual salary must be equal their prescribed Award annual salary.
- 24.5 The value of the benefits shall be agreed between the City and the employee and will include fringe benefits tax where applicable.
- 24.6 The benefits to be salary sacrificed and their value will be in writing and signed by both the City and the employee.
- 24.7 In the event that changes in legislation, Income Tax Assessment Act determinations or rulings remove the City's capacity to maintain the salary sacrifice arrangements offered to employees through this agreement, the City will be entitled to withdraw, or modify arrangements, from the salary sacrificing arrangements by giving notice to each affected employee.

25. Payment and Payroll Deductions

When wages are paid

- 25.1 Unless otherwise agreed, payment of wages will be:
 - 25.1.1 on a fortnightly basis for Salary Employees;
 - 25.1.2 on a weekly basis for Wages Employees.

Account Maintenance

- 25.2 All net pays will be deposited into the employee nominated account at an Australian financial institution.
- 25.3 Employees must supply full and complete details of the nominated account to the City prior to the Wednesday before the next payday. The City reserves the right to limit the definition and number(s) of financial institutions which can be nominated.

Payroll deductions

- 25.4 The City may make payroll deductions as authorised in writing by the employee, or in accordance with any court, legislative, Australian Tax Office or other valid order imposing a legal obligation on the City to comply.
- 25.5 The City recognises that payroll deductions of union dues, in normal circumstances will not be considered for removal. If the City considers that exceptional circumstances exist that would warrant a change to this policy, the City will firstly notify the Industrial Relations Commission (IRC) and the affected Union of any future intention to remove payroll deductions and would maintain the status quo until such time as the IRC has considered the issues in dispute.

Wet weather provisions

- 25.6 An employee will not lose salary owing to wet weather when the employee:
- 25.6.1 reports for and continues working until such time as the supervisor orders work to cease; and
- 25.6.2 stands by as directed; and
- 25.6.3 recommences duty as directed.

PART FIVE - ALLOWANCES**26. Higher Duties****Higher duties allowance**

- 26.1 Except as provided for below, when performing Higher Duties, the employee will be paid the difference between their normal salary and the base rate of the position in the higher salary (in addition to the employee's normal salary) (the higher duties allowance).

Vacant position

- 26.2 If an employee has been required to perform Higher Duties for three (3) months or more in a vacant position, the City will take the necessary steps to make a permanent appointment to the higher position. A position is not vacant if the incumbent is absent on leave (such as for Personal/Carer's Leave, Long Service Leave, Parental Leave) or approved leave without pay.

Wages Employees

- 26.3 A Wages Employee who is directed to perform Higher Duties for one or more of their ordinary daily working hours will receive:
- 26.3.1 The minimum of the grade they are acting in; or
- 26.3.2 If the difference between their substantive rate of pay and the minimum of the acting grade is less than 3% difference, the employee should receive 3% more than the entry level of the grade they are acting in,
- for the whole of the day.

Salary Employees

- 26.4 If a Salary Employee is directed to take on additional duties to provide short term relief (less than three (3) months) for another position in the same salary band, an allowance may be paid at the discretion of the City for the time the additional duties are performed.

- 26.5 Periods of performing Higher Duties of less than four (4) consecutive working days will not be taken into account for the purposes of calculating the higher duties allowance for Salary Employees. Public holidays will be deemed to be working days for the purposes of this clause in accordance with clause 17.
- 26.6 Part-time Salary Employees whose ordinary days per week are four (4) days or less, are eligible for the higher duties allowance when they perform Higher Duties consecutively for their agreed ordinary working days in the week.
- 26.7 A Salary Employee may be paid a proportion of the higher duties allowance equivalent to the proportion of functions performed in the higher salary band position.

27. Meal Allowance

- 27.1 An employee (including casual) required to work a continuous period of overtime will be paid a meal allowance as follows:
- 27.1.1 Overtime in continuance of ordinary working hours:
- (a) \$16.98 on completion of two (2) hours; and
 - (b) A further \$16.98 on completion of each subsequent four (4) hours thereafter.
- 27.1.2 Overtime which commences and terminates outside of ordinary working hours:
- (a) \$16.98 on completion of four (4) hours; and
 - (b) A further \$16.98 on completion of each subsequent four (4) hours thereafter.
- 27.2 An employee required to work overtime in connection with a meeting of the City or a Committee of the City beyond 5:45 pm on any day, Monday to Friday inclusive, will be paid a meal allowance of \$16.98 but will not be entitled to a further meal allowance until the completion of four (4) hours overtime.

Continuity of overtime

- 27.3 For the purpose of calculating meal allowance:
- 27.3.1 A crib break or a meal break is not an interruption to the continuity of overtime.
- 27.3.2 For Salary Employees, overtime worked both before normal starting time and after finishing time, in extension of ordinary working hours, will be treated as separate overtime periods.
- 27.3.3 For Wages Employees, overtime worked in several separate periods outside ordinary working hours shall be regarded as continuous.

28. General Allowances

Annualisation of allowances

- 28.1 By agreement of the majority of employees in a designated work group and the City, general allowances (other than meal and on-call allowances) may be annualised into rates of pay. Those allowances are detailed in this clause and in Appendix 3.

On-call allowance

- 28.2 A Salary Employee who is at Salary Band 5 or below, or a Wages Employee, who is directed by the City to be available for emergency and/or breakdown work, outside the employee's ordinary working hours, will be entitled to an on call allowance, with the following conditions:

- 28.2.1 When on call the employee is required, upon receiving a call out, to proceed directly to and from the job;
- 28.2.2 When on call the employee will be contactable, and physically able to respond to a call within a reasonable time considering the nature of being on call for emergency and breakdown situations;
- 28.2.3 An employee on call will not be required to be constantly available beyond a period of four (4) weeks where other employees are available. Where other employees are not available, the employee concerned will have at least one (1) weekend (two (2) consecutive days) off duty in each period of four (4) weeks, without reduction of the allowance paid;
- 28.2.4 A call out is that period from the time the employee receives a call(s), to the time the employee finishes work in connection with such call(s) and arrives at home or other authorised place, and includes the work involved in any further call(s) for service which the employee may receive whilst out on duty or upon arrival at home or such other authorised place, the recording of information relating to the work, and all other actions necessary to satisfactorily complete the work;
- 28.2.5 On call will not include periods of pre-arranged overtime;
- 28.2.6 An employee required to work during the eight (8) hours immediately preceding their usual starting time, may defer the starting time by a period up to the actual time worked;
- 28.2.7 The payment of this allowance will be calculated on a daily basis. Where the on-call requirement covers more than one (1) day the majority of the day on which the call out occurs will form the basis for payment;
- 28.2.8 The on call allowance will be \$9.17 per day Monday to Friday, and \$18.34 on Saturday, Sunday and public holidays;
- 28.2.9 In addition to the prescribed allowance, the employee will be paid double time for the time required to complete each call-out, with a minimum of one (1) hour for each call out;
- 28.2.10 Where the employee is required to work on a roster, the allowance will be divided by the proportion of the number of weeks on duty in any rolling period and paid in equal amounts for each week in such period; provided that an employee who is required to perform extra duty at any time during the employee's usual rostered off period shall receive payment for such extra duty, in accordance with this clause, in addition to the amount calculated in accordance with this sub-clause;
- 28.2.11 Emergency and/or breakdown work includes returning to safe and proper operating conditions any plant and equipment which has failed, or is likely to fail, in service, and/or performing maintenance work which is of such an urgent nature that if not carried out or temporary repairs are not affected, may have serious consequences for the City's operations. It also includes emergency work related to alleviating distress or hardship, and without limiting this generality includes noise complaints, and matters related to public health and safety;
- 28.2.12 The employee will be granted an additional day's annual leave for each public holiday required to be on call;
- 28.2.13 An employee who is in receipt of an on call allowance and is directed to be available to:
- (a) Respond to phone calls or messages;
 - (b) Provide advice over the phone;
 - (c) Arrange call out/rosters of other employees; and

- (d) Remotely monitor and/or address issues by remote telephone and/or computer access

will be paid at their Ordinary Rate of Pay for the hours worked with a minimum payment of two (2) hours, providing that any subsequent work performed remotely within the two (2) hour period will not attract an additional payment.

- 28.2.14 Notwithstanding the qualifying provisions outlined above, Employees at Salary Band 6 or above who received on call allowance prior to the making of this Award may continue to receive the allowance for six months after the making of the Award.

Travelling allowance for official business

- 28.3 An employee required to travel inter or intra state for official business will be entitled to the provisions of the City's travel and conference policies.
- 28.4 Where an employee is required to work overtime while being paid this allowance, the meal allowance provisions at clause 27 will not apply.

Community language & signing work allowance

- 28.5 Where an employee is required to provide a language service to speakers of a language other than English, or to provide signing services to those with hearing difficulties as a regular part of their normal duties, the employee will be paid an allowance of \$20.05 per week, which will be a flat-rate allowance (i.e. not paid for all purposes).
- 28.6 This work will require the employee to act as a first point of contact for people requiring these services. The employee identifies the customer's area of inquiry and provides necessary assistance to successfully conclude the customer service requirement.
- 28.7 The allowance will only be paid to an employee where the need is specified as an essential requirement of the employee's position description and/or this service requirement for an employee has been approved by the Director Workforce and Information Services.

First aid allowance

- 28.8 An employee, who holds a First Aid Certificate from the St. Johns Ambulance Association or equivalent, may be nominated by the City as a First Aid Officer to assist with on-site first aid, if needed.
- 28.9 All Wages Employees and those Salary Employees classified in Salary Bands 1 to 6 who are nominated as a First Aid Officer will receive an allowance of \$2.23 per day.
- 28.10 The following employees will not receive a first aid allowance:
- 28.10.1 Salary Employees classified in Salary Band 7 and above who are nominated as a First Aid Officer; and

- 28.10.2 Salary Employees who are required to hold a First Aid Certificate from the St. Johns Ambulance Association or equivalent as a condition of their employment.

Crew Leader Allowance

- 28.11 This subclause applies to any Wages Employees appointed to the position of Crew Leader or Emergency Services Officer (ESO).
- 28.12 In recognition of the supervisory duties, these employees will receive an annual allowance of \$4,351.32. The allowance will increase in accordance with clause 22.3 of this Award.

- 28.13 The allowance is paid in addition to the Wages Employee's Ordinary Rate of Pay. If the Crew Leader or ESO has reached the maximum classification of Grade B, the allowance is to be applied in addition to this amount.
- 28.14 The allowance will be paid on all leave except leave without pay.
- 28.15 The allowance does not attract shift penalties as outlined in clause 15 of the Award. It will be paid in accordance with clause 28.12 above regardless of the type of shift the employee is engaged in.
- 28.16 The allowance will be paid as a flat hourly rate for all hours of overtime worked. It will not be included in the base rate when calculating overtime. For example: four (4) hours of overtime on Saturday = $\$2.13 \times 4 = \8.52 (the crew leader allowance for Saturday overtime).
- 28.17 The following provisions apply in respect of payment of the allowance to employees while acting in Crew Leaders and ESO positions:
- 28.17.1 Employees acting in Crew Leaders and ESO positions will only receive the allowance when worked as a daily rate.
- 28.17.2 The allowance is treated as a higher duties allowance as per the Award.
- 28.17.3 Clause 17.4 of the Award will also apply (employee must work the day before and after non-worked public holiday to be paid for the public holiday at the higher rate).
- 28.17.4 The allowance does not attract penalties for shift work or public holidays as outlined in clause 15 of the Award. The allowance will be paid at the applicable daily rate regardless of type of shift the employee is engaged in.
- 28.17.5 The allowance will be paid as a flat rate hourly rate for all hours of overtime worked. It will not be included in the base rate when calculating overtime. For example: four (4) hours of overtime on Saturday: $\$2.13 \times 44 = \8.52 (Crew Leader allowance for Saturday)

Assessor allowance

28.18 This subclause applies to Wages Employees who:

- 28.18.1 are classified at Grade B; and
- 28.18.2 have been selected to assess the competency of other employees on plant and equipment; and
- 28.18.3 hold the appropriate qualifications, skills and experience to assess employees as determined by the City.

This subclause does not apply to Crew Leaders and ESOs and Wages Employees in Grades A, C and D.

- 28.19 Employees will be selected through a local EOI process to the work group and will be allocated to the role for a specific period as determined by the City. The number of assessors required, and the period of time required from each assessor is at the sole discretion of the City.
- 28.20 During the period an employee is selected and allocated as an assessor, the employee is required to be willing and able to complete assessments of employees when required by their manager.
- 28.21 In exchange for meeting the above requirements and performing those assessor duties, the employee will receive an annual allowance of \$4,351.32. The allowance will increase in accordance with clause 22.3 of this Award.
- 28.22 The allowance will be paid weekly for the period the employee is selected and allocated to the assessor role.

- 28.23 The allowance is paid in addition to the employee's ordinary wages. If the employee has reached the maximum of Grade B, the allowance is to be applied in addition to this amount.
- 28.24 The allowance is not paid on any leave.
- 28.25 The allowance is not paid during overtime shifts unless the overtime shift is to perform competency assessments during the overtime shift. If the allowance is paid while on overtime the allowance will be paid as an hourly flat rate (presently, \$2.13 per hour) for all hours of overtime worked. It will not be included in the base rate when calculating overtime. For example: four (4) hours of overtime on Saturday: $\$2.13 \times 4 = \8.52 (Assessor Allowance for Saturday).
- 28.26 The allowance is treated as higher duties allowance as per the Award. Clause 17.4 of the Award will also apply (employee must work the day before and after a non-worked public holiday to be paid for the public holiday at the higher rate).
- 28.27 The City may end the period an employee is required to be an assessor at any time by providing one (1) days' notice.

Tools and tool allowance

- 28.28 Wages Employees in the following groups of tradespersons will be paid tool allowances in accordance with Appendix 2:
- 28.28.1 Building and Tradespersons required to provide their own tools for:
 - (a) French polishing or painting;
 - (b) Bricklaying or tiling;
 - (c) Plastering; and
 - (d) Carpentry and/or wood machining work;
 - 27.28.2 Electrical Tradespersons;
 - 27.28.3 Mechanical Tradespersons (including former auto-electrician, fitter, mechanical Tradesperson (special class), motor mechanic, air-condition fitter and field service fitter;
 - 27.28.4 Plumbing/Drainage Tradespersons; and
 - 27.28.5 Vehicle Fabricator Tradespersons (including a vehicle body fabricator, panel beater and welder).
- 28.29 The City will provide all necessary tools for Wages Employees, with the following exceptions:
- 28.29.1 Rather than providing all necessary tools, City may pay the tool allowance prescribed above; and further
 - 28.29.2 Where a tradesperson is paid the tool allowance, the City will still provide the following tools for each trade as detailed in clause 28.30 below.
- 28.30 The City will provide the following trade tools:
- 28.30.1 Bricklayers: Scutch combs, hammers (excepting mash and brick hammers) rubber mallets and T squares;
 - 28.30.2 Carpenters: Dogs and cramps of all descriptions, bars of all descriptions over 24 inches long, augers of all sizes, star bits, and bits not ordinarily used in a brace, hammers (except

- claw hammers and tack hammers) glue pots and glue brushes, dowel plates, trammels, hand thumb screws and soldering irons;
- 28.30.3 Plumbers: Metal pots, mandrills, long dummies, stocks and dies for iron, copper and brass pipes cutters, tongs, vices, taps and drills, ratchets, files, cramps, caulking tools, hacksaws and blades, welding and brazing outfits including goggles where necessary and all shop tools;
- 28.30.4 Painters: All brushes and dusters; and
- 28.30.5 Electricians: All sizes of twist drills, masonry drills, special size wood bits, taps, tap holders, stocks and dies, hammers, other than a 2lb. Ball and claw hammer, all hacksaw blades, files, saws other than keyhole, electric drills, extension equipment spanners, scutch combs, scutch chisel and other expendable tools or equipment which may be required by the employee from time to time to carry out their duties in a satisfactory manner.

Loss of tools

- 28.31 The City will insure and keep insured against loss or damage by fire or theft whilst on the City's premises the employee's tools as used by the employee in the course of employment.
- 28.32 The City will provide a suitable and secure weatherproof lockup for the purposes of storing an employee's tools on the job.

Educational Leader Allowance

- 28.33 An educational leader's allowance of \$4022.05 per annum will be paid to an employee who is required to discharge the responsibilities of the educational leader under Regulation 118 of the Education and Care Services National Regulations.

29. Travelling Time and Expenses

- 29.1 The provisions of this clause do not apply to:
- 29.1.1 employees employed prior to 9 June 2018 in the previous classifications, grades and levels of Refuse Collection and Disposal Group which is now known as the Cleansing and Waste Unit;
- 29.1.2 employees whose substantive role is outside the Cleansing and Waste Unit in respect of any period when they perform work for the Cleansing and Waste Unit in the Cleansing and Waste classifications; or
- 29.1.3 any employee who commenced employment on or after 9 June 2018.
- 29.2 For all other employees, the time occupied in travelling to and from work in accordance with clauses 29.6, 29.7, 29.8 and 29.9 will be paid at the following rates:
- 29.2.1 Monday to Friday inclusive, except Public Holidays - Ordinary Rate of Pay.
- 29.2.2 Saturdays, Sundays and Public Holidays - time and a half Ordinary Rate of Pay.
- 29.3 The City is not liable for travelling time in excess of three (3) hours at the appropriate rate.
- 29.4 Travelling expenses reasonably and necessarily incurred in accordance with clause 29.2 will be reimbursed, based on expenses which are or would be incurred in travelling by normal means of public transport. The City is not liable for travelling expenses in excess of \$16.80 on any day.
- 29.5 Travelling expense rates will be adjusted (up to the nearest ten cents) in line with variations to metropolitan public transport ticket prices.

- 29.6 An employee required, for the purposes of ordinary working hours, to travel between their home and place of employment a fixed number of times in each pay period, and who is required to travel in excess of such number of times, will be paid for the time occupied in such excess travel.
- 29.7 An employee required to work at a location outside the boundaries of the City will be paid the additional time spent travelling between home and the location which is in excess of their normal home to work travelling between the Town Hall, Sydney and home (to a maximum of 3 hours). The employee will also be entitled to travelling expenses calculated on the same basis. This payment will be provided for six (6) months only.
- 29.8 An employee required to work at a location which is not their normal place of work within the boundaries of the City will be paid for the time spent travelling between the location and home where it is more than 20 minutes otherwise spent travelling between the Town Hall, Sydney and home. This payment will be provided for six (6) months only.
- 29.9 An employee who is required to commence and/or cease duty at a location other than the workshop or depot they are normally attached to will be reimbursed for any additional expenses incurred in travelling between home and such location.

PART SIX - LEAVE PROVISIONS

A casual employee has no entitlement to leave under this Part unless expressly specified.

30. Annual Leave

30.1 Annual leave:

30.1.1 provides employees with an opportunity to rest and recuperate from work; and

30.1.2 is expected to be taken each year, with employees co-operating with their managers and the City to plan the taking of annual leave to allow them to rest and recuperate.

Entitlement

30.2 A full-time employee (other than a casual employee) is entitled to four (4) weeks of paid annual leave (or the hourly equivalent thereof) for each year of service.

30.3 A Rotating Shift Worker who cycles through morning, afternoon and/or night shifts and works two Saturdays and/or two Sundays in every four (4) weeks is entitled to five (5) weeks of paid annual leave (or the hourly equivalent thereof) for each year of service.

30.4 An employee's entitlement to paid annual leave:

30.4.1 accrues progressively throughout the year of service according to the employee's ordinary hours of work; and

30.4.2 accumulates from year to year.

30.5 A part-time employee is entitled to an annual leave on a pro-rata basis to the equivalent full-time entitlement.

30.6 Where a public holiday occurs during any period of annual holidays taken by an employee, the employee is not taken to be on annual leave that day.

Annual leave loading

30.7 Wages Employees will be paid a loading equivalent to 17.5% of their Ordinary Rate of Pay for annual leave accruing.

- 30.8 Wages Employees who have worked Shift Work for 42 weeks in a period of 12 months will be paid the greater of the above leave loading or the penalty rate which would have otherwise applied during their leave.

Taking of leave

- 30.9 Annual leave may be taken at a time agreed by the City and the employee.
- 30.10 Employees are encouraged to request the taking of annual leave where possible at least one (1) month in advance of the date from which they propose to commence leave.
- 30.11 Annual leave should be taken:
- 30.11.1 each year, in full or as close as to; and
 - 30.11.2 in one or two periods, to allow a proper opportunity to rest.
- 30.12 Annual leave may, subject to operational requirements, be taken in single day periods.
- 30.13 Annual leave may be postponed, and accrued, up to forty (40) days, in special circumstances with the agreement of the City, on the basis the employee has a plan to take that accumulated leave.
- 30.14 The City may:
- 30.14.1 in the first instance, direct an employee to take annual leave where the employee has annual leave in excess of their yearly entitlement; or
 - 30.14.2 if an employee does not book annual leave in a reasonable time, roster the taking of annual leave,

by giving at least eight (8) weeks prior notification.
- 30.15 The City may also give notice for the taking of annual leave for an annual close down of the business unit, for example over the Christmas/New Year period. The City will give eight (8) weeks' notice to employee of any such shut down. If an employee does not have an entitlement to cover the period of the close-down, the employee may take leave without pay, or by agreement with the City may take annual leave in advance before the entitlement becomes due, with such annual leave to be repaid from the employee's termination pay if they leave early.

Payment of leave

- 30.16 The employee will be paid annual leave at their Ordinary Rate of Pay.
- 30.17 If the employee has received a higher duties allowance or extra duties allowance for at least three (3) months immediately preceding the taking of leave and has not ceased to do such work for a period, or a total of several separate periods exceeding the employee's ordinary working week in the higher position, the employee will be paid for the period of annual leave at the salary or wage applicable to the higher or extra duties.
- 30.18 At the cessation of employment, the employee will be paid their accrued but untaken annual leave balance at their Ordinary Rate of Pay.

Pay in advance for annual leave

- 30.19 An employee may elect to be paid annual leave in advance, provided that the minimum period of annual leave that will be paid in advance is one (1) whole pay period.

Leave with pay for Commonwealth or State sporting representation

- 30.20 An employee selected to represent the Commonwealth or State in sport, may be granted leave with pay under this clause for a period not exceeding four (4) weeks. Where this leave is granted, the leave will be deducted from annual leave accrued to the employee within the ensuing twelve (12) months under the provisions of this clause.

31. Personal/Carer's Leave

- 31.1 Personal/carer's leave is taken by an employee if:

31.1.1 the employee is not fit to perform their work because of a personal illness or injury affecting the employee; or

31.1.2 the employee is unable to work as they need to provide personal care or support to an Immediate Family Member, or a member of the employee's household, who requires the employee's care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

- 31.2 Personal/carer's leave may also be used to visit a qualified medical practitioner to obtain advice or treatment, or when unable to work due to restrictions imposed by the Commonwealth or State in respect of contact with a person suffering an infectious disease.

- 31.3 In normal circumstances, personal/carer's leave is not to be taken where another person is caring for the member.

- 31.4 For the purpose of providing care and support in accordance with Clause 31.1.2, an employee may request to utilise accrued annual leave, long service leave, time off in lieu, and leave without pay once all other paid leave is exhausted.

Entitlement

- 31.5 A full-time employee is entitled to the following paid personal/carer's leave:

Period of service	Entitlement
On commencement of employment	10 days
On completion of the first year of service	15 days
On completion of each year of service up to five years	15 days
On completion of each year of service on and after five years	18 days

- 31.6 An employee's entitlement to paid personal/carer's leave:

31.6.1 accrues progressively throughout the year of service according to the employee's ordinary hours of work; and

31.6.2 accumulates from year to year.

- 31.7 A part-time employee is entitled to personal/carer's leave on a pro-rata basis to the equivalent full-time entitlement.

- 31.8 Where a public holiday occurs during any period of personal/carer's leave taken by an employee, the employee is not taken to be on leave that day.

Notification of absence

- 31.9 An employee must:

31.9.1 as soon as practicable, and preferably before the commencement of work, give notice to the City of:

- (a) their absence from work on personal/carer's leave; and
- (b) the period, or expected period, of the leave;
- (c) the reasons for taking such leave, including details of any caring responsibilities; and

31.9.2 provide, if requested, evidence that would satisfy a reasonable person that the leave was taken for the purpose of personal/carer's leave.

31.10 If it is not practicable for the employee to give prior notice of absence, the employee will notify the City at the first opportunity on the day of the absence.

Evidence requirements

31.11 Employees are required to provide proof of illness, injury or unexpected emergency when:

- 31.11.1 The Employee is absent for more than two (2) consecutive working days;
- 31.11.2 after the Employee has had three (3) unsupported periods of absence in a year of service (each not exceeding two (2) days); or
- 31.11.3 the City otherwise requires the employee to provide proof of illness or injury having regard to the employee's pattern of personal/carer's leave and/or the amount of personal/carer's leave taken by the employee. The City must provide the employee with prior written notice of this requirement.

31.12 The type of proof of injury or illness required by the City must be reasonable having regard to the circumstances and may include, for example, the following:

- 31.12.1 certification from a qualified medical/health practitioner clearly stating the employee was not fit to perform their normal duties and the dates of incapacity; or
- 31.12.2 a statutory declaration from the employee to the same effect.

Recrediting of leave due to illness or injury

31.13 An employee who becomes ill or injured whilst on annual or long service leave is entitled to have the leave recredited and replaced with personal/carer's leave subject to the City being satisfied that:

- 31.13.1 the illness or injury resulted in the employee being unable to derive benefit from the leave, and
- 31.13.2 the illness or injury did not arise from the employee engaging in other employment, and
- 31.13.3 the period of illness or injury is at least five (5) consecutive working days, and
- 31.13.4 the employee has enough personal/carer's leave to cover the period of illness or injury.

31.14 The City may require the employee to provide satisfactory medical evidence to justify the recrediting of leave.

Casual employees and personal/carer's leave

31.15 Casual employees have no entitlement to paid personal/carer's leave.

- 31.16 Casual employees are entitled to not be available to attend work, or to cease work if they need to care for a person who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. Any such absence is unpaid.
- 31.17 The City and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 31.18 The City must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the City to engage or not engage a casual are otherwise not affected.

Payment of leave

- 31.19 Personal/carer's leave is subject to the City being reasonably satisfied the illness or injury justifies time off work (and does not otherwise arise from engaging in professional (fee/monetary gain) sport activities).
- 31.20 The employee will be paid personal/carer's leave at their Ordinary Rate of Pay.
- 31.21 Where an employee is receiving a higher duties allowance for a period of three (3) months or more, the employee will be paid for the period of personal/carer's leave at the Ordinary Rate of Pay applicable to the higher duties for a maximum of 20 working days.

Fitness for duty

- 31.22 The City, at any time, may require employees to attend a qualified medical practitioner nominated and paid for by the City to assess the employee's fitness for work. Attendance of appointment must be within ordinary hours where possible and the employee will be paid at their ordinary rate.
- 31.23 If the employee disagrees with the opinion of the City's practitioner, a duly qualified medical practitioner will be sought as a referee.
- 31.24 The medical practitioner will be agreed on by the Chief Executive Officer of the City and the Secretary of the relevant Union.
- 31.25 The certificate of the referee medical practitioner will be accepted by all parties as final and conclusive of the matter in dispute.
- 31.26 If the second opinion substantially agrees with the first opinion, the employee will pay the costs of the second opinion. Otherwise, the City will pay for the costs of the second opinion.

Payment on retirement

- 31.27 In the case of an employee who agrees to retire from employment and:

- 31.27.1 has reached an age of 58 years; or
- 31.27.2 has reached the retirement age specified from time to time in the *State Authorities Superannuation Act 1987* (NSW);
- the employee will be paid the monetary value of all accumulated untaken personal/carer's leave that accrued prior to 14 February 1993 subject to such payment not exceeding a maximum entitlement of:
- 31.27.3 1,976 hours untaken personal/carer's leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; or

- 31.27.4 1,885 hours untaken personal/carer's leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle,
- and which will include any such personal/carer's leave paid immediately preceding retirement.

Payment on death

31.28 In the case of an employee who dies, the City will make payment in accordance with clause 43 equivalent to the monetary value of all accumulated untaken personal/carer's leave which the deceased would have been entitled under this clause (i.e. that accrued prior to 14 February 1993) subject to such payment not exceeding a maximum entitlement of:

- 31.28.1 1,976 hours untaken personal/carer's leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; or
- 31.28.2 1,885 hours untaken personal/carer's leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle,
- and which will include any such personal/carer's leave paid immediately preceding death.

31.29 In the event of an employee's death, the City will make an additional \$2,000 payment to the employee's next of kin as soon as practicable.

32. Refund of Personal/Carer's Leave

- 32.1 Where an employee has been paid personal/carer's leave or accident pay, and their incapacity for work has resulted from an injury sustained under circumstances creating a legal liability for damages in some person other than the City, and the employee recovers the damages in respect of the injury, the employee will refund to City the amount of personal/carer's leave and accident pay paid by City.
- 32.2 If the damages recovered by the employee are reduced in accordance with the provisions of section 10(1) of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW), as amended by the *Administration of Justice Act 1968* (NSW), the amount of personal/carer's leave to be refunded to the City will be reduced to the same extent as the damages recovered by the employee.

33. Parental Leave

Relationship with federal legislation

33.1 This clause will apply in addition to Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth).

Note: Division 5 of the *Fair Work Act 2009* (Cth) relates to:

- unpaid parental leave, including unpaid adoption leave
- unpaid special parental leave
- transfer to a safe job and no safe job leave

- 33.2 Parental leave includes parental leave, paternity or partner leave and adoption leave.
- 33.3 An employee is only entitled to parental leave if the employee has had at least twelve (12) months continuous service.
- 33.4 Parents cannot take parental leave at the same time except periods of short paternity or partner leave or periods of short adoption leave.

Unpaid leave entitlement

33.5 An employee is entitled to a total of fifty-two (52) weeks unpaid parental leave in connection with the birth or adoption of a child.

33.6 Parental leave is not to extend beyond one (1) year after the child was born or adopted.

Paid parental leave

33.7 An employee who is pregnant is entitled to:

33.7.1 eighteen (18) weeks full pay; or

33.7.2 thirty-six (36) weeks half pay,

from the date parental leave commences.

Partner Leave

33.8 Partner leave is leave taken by an employee in connection with the birth of a child of the employee or the employee's spouse or defacto spouse (being a child born because of the pregnancy of that spouse).

33.9 Partner Leave consists of up to four (4) weeks leave on full pay or eight (8) weeks on half pay at the time of birth of the child or termination of pregnancy (short leave in accordance with clause 33.4); and

33.10 A further unbroken period including four (4) weeks on full pay or eight (8) weeks on half pay in order to be the primary care-giver of the child.

33.11 Partner leave is subject to the employee providing a certificate from a qualified medical practitioner confirming the employee's spouse or partner is pregnant and the expected date of birth. In addition, in the case of paternity or partner leave taken in accordance with clause 33.10 above, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

33.11.1 if applicable, the period of any parental leave sought or taken by the employee's spouse or partner; and

33.11.2 that the employee is seeking that period of extended paternity or partner leave to become the primary care-giver of their child.

33.12 The employee may request to return to work on a part time basis up until the child reaches school age. A request to return to work on a part time basis must be in writing and provided to the City at least four weeks before the employee's return to work date.

Adoption leave

33.13 Adoption leave is leave taken by an employee in connection with the adoption of a child under the age of 16 years at the day of the placement and who has not lived continuously with the employee or their partner in the six (6) months prior (and is not otherwise a child of the employee or the employee's partner).

Adoption of child less than 5 years old

33.14 An employee who is entitled to adoption leave and who is to be the primary care-giver of an adopted child under the age of 5 years as at the day of the placement is entitled to 18 weeks at full pay or 36 weeks at half pay from the date the adoption leave commences.

Adoption of child aged between 5 to 16 years old

33.15 An employee, who is entitled to adoption leave and who is to be the primary care-giver of an adopted child aged between 5 years of age and less than 16 years of age as at the day of the placement, is entitled to four (4) weeks at full pay or eight (8) weeks at half pay from the date the adoption leave commences.

33.16 Where the adopted child has special needs or circumstances in the child's life, the City will not unreasonably refuse to grant up to 18 weeks paid adoption leave at full pay or 36 weeks paid adoption leave at half pay.

33.17 For the purposes of this clause, spouse includes a de facto spouse.

Weekly pay calculation

33.18 The weekly rate of pay will be based on the employee's substantive weekly wage averaged over the preceding 12 months.

Notification and documentation

33.19 The employee should give at least ten (10) weeks' written notice of their intention to take leave.

33.20 In the case of paid parental leave, paternity or partner leave the employee must give four (4) weeks' written notice of the dates on which the leave will commence and end.

33.21 In the case of adoption leave the employee must give written notice of the dates on which the employee proposes to start and end the period of leave as soon as practicable but at least 14 days before proceeding on leave.

33.22 Requirements related to documentation and evidence supporting leave will be in accordance with the City's Parental Leave Policy.

Request to return to work part-time or extension of unpaid leave

33.23 An employee may request to:

- 33.23.1 return from a period of parental leave on a part-time basis until the child reaches school age to assist in reconciling work and parental responsibilities.
- 33.23.2 extend the period of simultaneous parental leave up to a maximum of eight (8) weeks;
- 33.23.3 extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months.

33.24 Such requests must be made as soon as possible but no less than four (4) weeks prior to the date upon which the employee is due to return to work. The City may only refuse the request on reasonable grounds related to the effect on the workplace or City's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

33.25 The employee's request and the City's decision will be recorded in writing.

Communication during parental leave

33.26 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the City will take reasonable steps to:

- 33.26.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- 33.26.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 33.27 The employee will take reasonable steps to inform the City about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 33.28 The employee will notify the City of changes of address or other contact details which might affect the City's capacity to comply with clause 33.26.1 above.

34. Bereavement Leave

- 34.1 Subject to the requirements below, all employees (other than casual employees) are entitled to:
- 34.1.1 five (5) days of paid bereavement leave if an Immediate Family Member dies;
- 34.1.2 two (2) day of paid bereavement leave if an Extended Family Member dies; or
- 34.1.3 five (5) days of paid bereavement leave if the employee experiences a miscarriage in the first twenty (20) weeks of gestation or if their child is stillborn after twenty (20) weeks of gestation.
- 34.2 Subject to providing satisfactory evidence, casual employees are entitled to not be available to attend work, or to cease work upon the death of a person prescribed in clause 34.1. Any such absence is unpaid.
- 34.3 Bereavement leave is to be taken as soon as practicable from the date of the relevant death or at another time as agreed by the City if required to attend to cultural and/or funeral needs.
- 34.4 An employee taking bereavement leave must provide the City with notice of their need to take leave as soon as possible. The City may request that the employee provide evidence to justify the taking of bereavement leave.
- 34.5 If the employee is already taking another type of leave (such as annual leave), the employee may elect to use bereavement leave instead.

35. Long Service Leave

- 35.1 Long service leave accrues after five (5) years of service, and will be applied in accordance with the *Long Service Leave Act 1955* (NSW), as amended from time to time, and the following provisions applicable under this Award.

Length of Service	Accrued long service leave	
	Employee engaged prior to 22 August 1983	Employee engaged after 22 August 1983
After 5 years of service	NA	6.5 weeks
After 10 years of service	13 weeks	13 weeks
After 15 years of service	19.5 weeks	21.5 weeks
After 20 years of service	30.5 weeks	35 weeks
For every further completed period of 5 years' service	11 weeks	13 weeks

- 35.2 Long service leave will accrue in accordance with the above table and proportionately for each completed month of service.
- 35.3 Long service leave will be taken at a time mutually convenient to the City and employee. Employees and the City should take account of operational and business needs when scheduling long service leave,

but in any event must give at least four (4) weeks' notice of their intention in regard to the taking of long service leave.

- 35.4 For the purpose of calculating long service leave entitlement in accordance with this clause, all prior continuous service with any other council within New South Wales will be deemed to be service with the City.
- 35.5 Continuity of service will be deemed not to have been broken by transfer or change of employment from another council to the City provided the period between cessation of service with the former council and appointment to the City:
- 35.5.1 does not exceed three (3) months;
- 35.5.2 is covered by accrued annual and or long service leave at the time of the transfer or cessation of employment; and
- 35.5.3 during this period, the employee concerned does not engage in work of any kind.
- 35.6 When an employee transfers from another council to the City, the long service leave entitlement accrued by the employee may be transferred to the City, provided the monetary equivalent of long service leave is paid directly to the City by the other council at the time of transfer.
- 35.7 An employee transferring long service leave entitlements in accordance with clause 35.6 must first complete one (1) year of continuous service with the City before being eligible to claim long service under the terms of clause 35.1.
- 35.8 Long service leave will be taken in periods of not less than one (1) week.
- 35.9 Eligible employees who are entitled to long service leave, may with the consent of the City, cash out excess long service leave. For the purposes of this sub-clause, excess long service leave means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW), as amended from time to time.
- 35.10 "Eligible employee" means an employee with at least ten (10) years continuous service with the City.
- 35.11 Each cashing out of an amount of excess long service leave must be by separate agreement between the City and the employee
- 35.12 Any excess long service leave cashed out in accordance with clause 35.9 will be paid to the employee at the employee's Ordinary Rate of Pay.
- 35.13 The provisions of Clause 35 apply to casual employees.

36. Family and Domestic Violence Leave

- 36.1 The City agrees to maintain a Domestic & Family Violence Policy. Changes to the policy will be determined by the City after following its ordinary processes of consultation through the JCC.

37. Family Reunion Leave

- 37.1 An employee, other than a casual, able to establish that they were adopted under a closed adoption practice is entitled to up to five (5) days family reunion leave from their accumulated personal/carer's leave balance to reunite with their biological parent(s) for the first time.
- 37.2 For the purpose of this clause, "closed adoption" means an adoption whereby the record of the biological parent(s) is kept sealed and the adopted child is thereby prevented from knowing the identity of such biological parent(s).

38. Accident Pay

- 38.1 An employee is entitled to accident pay for the period of their absence from work if such absence arises from circumstances which give right to payment of compensation by the City under the *Workers Compensation Act 1987* (NSW).
- 38.2 An employee is entitled to accident pay for a period of six (6) months from the expiration of full compensation under the conditions of the *Worker's Compensation Act 1987* (NSW). An employee will also be entitled to a further period of one (1) weeks' accident pay for each completed year of service as at the date of injury or accident.
- 38.3 Accident pay will be the amount of the difference between the amount of compensation to which the employee is entitled to under the *Worker's Compensation Act 1987* (NSW), and the employee's *Ordinary Rate of Pay*.
- 38.4 To obtain accident pay, an employee will attend, at their own expense, as soon as they are physically capable of doing so and at other times as directed for examination by a City appointed medical practitioner, or by a medical practitioner at their place of residence or hospital, as the case may be.
- 38.5 If the employee is physically capable of attending a medial appointment in accordance with clause 38.4 but fails to attend, the City may refuse to pay the employee accident pay.
- 38.6 Where an employee has exhausted their accident pay entitlement, the employee may elect to take any accrued personal/carer's leave with pay, equivalent to the accident pay that would otherwise be payable under the provisions of this clause.

PART SEVEN - CESSATION OF EMPLOYMENT

This Part does not apply to casual employees unless specified below.

39. Notice of Termination

Employee notice of termination

- 39.1 An employee will give to the City the following notice to terminate their employment:
- 39.1.1 Salary Employees at bands 1 to 6 or Wages Employees will give to the City two (2) weeks' notice to terminate their employment.
- 39.1.2 Salary Employees at bands 7 to 10 of the Award will give to the City four (4) weeks of notice to terminate their employment.
- 39.2 The City and an employee may agree to a shorter period of notice.

Employer notice of termination

- 39.3 The City will give to an employee the following notice of termination or payment in lieu thereof:
- 39.3.1 For Salary Employees at bands 1 to 6 or Wages Employees the notice is set out in the following table:

Employee's Period of Continuous Service	Period of Notice
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- 39.3.2 For Salary Employees at bands 7 to 10 of the Award - four (4) weeks' notice.

- 39.4 The City and an employee may agree to a shorter period of notice.
- 39.5 In cases of serious misconduct, the City may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, clause 39.3 will not apply.

40. Discipline

- 40.1 Where an employee's work performance or conduct is considered unsatisfactory and/or unacceptable, the City's Discipline Procedure will be utilised.
- 40.2 The City's Discipline Procedure provides a process for parties to:
- 40.2.1 identify and discuss performance and conduct concerns;
 - 40.2.2 respond to concerns/allegations with the support and assistance of their Union;
 - 40.2.3 rectify the problem; and
 - 40.2.4 provide counselling and warnings (including on a verbal and/or written basis) or other action, as required.

Suspension of an Employee

- 40.3 At any stage during a disciplinary process, the City may suspend an employee without pay for a period not exceeding one (1) ordinary working week.
- 40.4 Suspension does not affect continuity of service and the accrual of leave entitlements.
- 40.5 If, after the process is concluded, the reasons for suspension are found to be inappropriate, the employee will not suffer any loss of pay for the period of suspension.
- 40.6 The City may consider, and implement, the following disciplinary outcomes following established poor work performance and conduct:
- 40.6.1 demote the employee to a lower paid position or a lower salary point/step;
 - 40.6.2 suspend the employee without pay from work for a maximum period of one working week; and/or
 - 40.6.3 termination of employment for unsatisfactory or unacceptable work performance or conduct.
- 40.7 The City or the employee may request the presence of a Union representative as support at any stage during the disciplinary process.
- 40.8 This procedure will not affect either party's right to institute the Dispute Settlement Procedures set out in Clause 44 of this Award, or to notify the Industrial Registrar as to the existence of an industrial dispute.
- 40.9 Employees may have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- 40.10 In the event that an employee is of the opinion that any disciplinary or other record contained on their personal file is incorrect, out of date, incomplete or misleading, the employee may make application to the Chief Executive Officer for the deletion or appropriate amendment of such record.

41. Workplace Change and Redundancy

- 41.1 For employees who commenced before 5 November 2009, the conditions which apply are set out in Appendix 5.

Notification and consultation

- 41.2 Where the City has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the City will:

41.2.1 notify the employees who may be affected by the proposed changes and the Unions to which they belong; and

41.2.2 discuss with the employee(s) affected and the Union:

- (a) the introduction of the changes; and
- (b) what effects the changes are likely to have on the employee(s); and
- (c) the measures to avert or mitigate the adverse changes on the employee(s); and

41.2.3 commence those discussions as early as practicable after the definite decision has been made by the City to make the changes.

- 41.3 "Significant effects" include termination of employment, major changes in the composition, operation or size of the City's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations, the restructuring of jobs and competitive tendering. Provided that where this Award makes provision for the alteration of any of these above effects, such an alteration is taken not to have significant effect.

- 41.4 The City will give prompt consideration to matters raised by the employee(s) and/or their Union in relation to the changes and may reconsider its original decision.

- 41.5 For the purposes of the discussion, the City will provide to the employee(s) and the Union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s). This includes any proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be affected and the period that terminations are likely to be carried out.

Competitive tendering

- 41.6 "Competitive tendering" is the calling of tenders by the City for the provision of services that are currently being performed by the City's employees. In the circumstances, the City's in-house service unit will be invited to submit a bid as well as external providers. The City will make its decisions based on the tender bids received. Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms will be entered into.

- 41.7 For discussions concerning competitive tendering, the City will provide to the employees and union(s) to which they belong, all relevant information about the tendering process including the nature of the service to be tendered, the proposed timetable for the tender service, the expected effects on employees, a process for the formulation of an in-house bid and any other matters likely to affect the employees.

Redundancy Processes

- 41.8 Except as provided in Appendix 5 for employees who commenced before 5 November 2009, in the event that the City determines that position(s) are to be made redundant, the City, where practicable, will firstly offer such redundancy on a voluntary basis.
- 41.9 The City may look for redeployment options for employees. Employees are expected to:
- 41.9.1 actively co-operate with the City to locate, and
 - 41.9.2 accept reasonable offers of,
 - suitable alternative employment obtained and or offered to them by the City as part of any measures to avert termination of employment.
- 41.10 "Suitable alternative employment" means a position within the City's organisation structure of comparable skill and accountability levels and remuneration.
- 41.11 If the employee agrees to be redeployed by the City into a lower paid position, the employee's existing salary and conditions will be maintained for a period equivalent to the amount of notice and redundancy pay below. Should the employee resign during this period, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period will be paid on cessation of employment.

Redundancy entitlements

- 41.12 Where an employee's employment is to end by reason of redundancy, they will be entitled to:
- 41.12.1 notice,
 - 41.12.2 redundancy pay as prescribed below, and
 - 41.12.3 job search allowance,
 - as outlined below, in addition to any leave entitlements ordinarily payable on termination.
- 41.13 For the purpose of calculating any payment under the schedules contained in this clause "weeks pay" means the Ordinary Rate of Pay for a week's work for the employee concerned except where an employee:
- 41.13.1 has been acting in a higher position for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee's position was surplus to requirements. In those circumstances the employees "weeks pay" will be derived from the employee's salary in a higher position at that date; or
 - 41.13.2 has been receiving an allowance (e.g. shift allowance) for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee's position was surplus to requirements. In those circumstances the weekly average amount of the allowance received during the twelve (12) month period will be counted as part of the "weeks pay".
- 41.14 For the purpose of calculating any payment under the Schedules in this clause "years of service" means completed full years of service from the date the employee commenced employment with the City.

Notice

- 41.15 An employee is entitled to five (5) weeks' notice of termination, or payment in lieu, except in circumstances where an employee is terminated because of the introduction of technology in which case the employee is entitled to three (3) months' notice of termination, or payment in lieu or part thereof.

41.16 During a period of notice given by the City, an employee will be allowed up to one (1) day off without loss of pay during each week of the notice for the purpose of seeking other employment. Where required by the City the employee will provide proof of attendance at an interview.

41.17 Notice or payment in lieu of notice for redundancies will be deemed to be service with the council for the purposes of calculating leave entitlements under this Award.

Redundancy

41.18 The City will be exempt from the operation of this clause where the employee concerned has been offered, but has refused to accept, suitable alternative employment within the City's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

41.19 In addition to any required period of notice, the employee will be entitled to the following table:

Completed years of service with the City	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

41.20 An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the City's employment until the end of the notice period.

Job search allowance

41.21 A redundant employee will be entitled to the payment of a job search allowance of up to \$2,783 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation.

41.22 The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of employment with the City or until the employee secures alternative employment, whichever is the sooner.

41.23 This allowance is subject to annual increases in accordance with this Award.

Written statements

41.24 The City will, upon receipt of a request from an employee, provide to the employee:

41.24.1 a statement of service specifying the period of the employee's employment and the classification or the type of work performed by the employee; and

41.24.2 an "Employment Separation Certificate" in the form required by Centrelink.

Other acceptable employment

41.25 Subject to an application by the City and further order of the Industrial Relations Commission of New South Wales, the City may pay a lesser amount (or no amount) of redundancy pay if the City otherwise

obtains other acceptable alternative employment for an employee (including when a transfer of business occurs).

Other matters

41.26 Nothing in this clause will be construed so as to:

- 41.26.1 require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the Unions and the City;
- 41.26.2 restrict an employee with ten (10) years' service or more and the City from agreeing to further severance payments.

41.27 Employees who have left employment with the City due to redundancy, will not be re-employed or engaged in any capacity within the period comprising the maximum redundancy pay applicable to them from their separation date. Exceptions to this requirement may only be approved by the Chief Executive Officer and cannot be sub-delegated. Where exceptions are approved, employees who are re-employed or re-engaged will be made aware of their financial responsibilities with respect to superannuation and redundancy payments paid at concessional taxation rates.

42. Medical Retirement

42.1 Following examinations by two medical practitioners, one of whom may be nominated by the employee, the City may be satisfied that the employee is permanently medically unfit by reason of illness or injury to continue in the employment. In this circumstance, the City may end the employment.

42.2 The employee and the City may agree on the opinion of one medical practitioner.

42.3 Where the City elects to end the employment before the employee has exhausted their personal/carer's leave, the City will pay to the employee all accrued personal/carer's leave which the employee would be entitled to, but not exceeding:

42.3.1 for those employees of the City as at 11 February 1980, a maximum of:

- (a) 2,394 hours in the case of an employee whose ordinary working hours average 38 per week over a work cycle; or
- (b) 2,283.75 hours in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle,

which will include any personal/carer's leave paid immediately preceding medical retirement; or

42.3.2 for those employees of the City employed on and after 12 February 1980 and prior to 14 February 1993, a maximum of:

- (a) 1,976 hours in the case of an employee whose ordinary working hours average 38 per week over a work cycle; or
- (b) 1,885 hours in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle,

which will include any such personal/carer's leave paid immediately preceding medical retirement; or

42.3.3 the number of ordinary working days or hours, as the case may require, for which the employee otherwise would be entitled to payment of salary between the date of proposed retirement on the grounds of ill health and the date on which the employee normally would be required to

terminate their service with the City; whichever of (a) and (b) is the lesser, provided further, that where the employee is satisfied to accept the opinion of such medical representative of the City, the City will not be obliged to refer the employee to a specialist.

43. Payment to Dependents of Deceased Employee

- 43.1 Where an employee dies, the City will pay any outstanding pay and leave entitlements payable on termination to the estate of the deceased employee.
- 43.2 Where payment of the above has been made, no action may be brought against the City for the payment of those amounts.
- 43.3 This clause applies to casual employees.

44. Calculation of Service

- 44.1 In calculating service with the City, the following periods will be taken into account:
- 44.1.1 leave with pay approved by the City;
- 44.1.2 periods of absence without pay approved by the City and not exceeding one (1) ordinary working week;
- 44.1.3 periods of annual leave, long service leave, sick leave with pay or incapacity for work covered by the Workers' Compensation Act 1987 (NSW) as amended from time to time;
- 44.1.4 previous periods of service which were not terminated by resignation or dismissal; and
- 44.1.5 any period of leave without pay for which an employee is indemnified by a third party for loss of salary for the period of leave without pay.

Leave Without Pay & Service Provisions

- 44.2 Periods of leave without pay will not be regarded as service for the purpose of computing entitlements to annual leave and long service leave and other service based entitlements under this Award. Such periods of leave without pay will not constitute a break in the employee's continuity of service.

PART EIGHT - OTHER MATTERS

This Part applies to casual employees unless specified below.

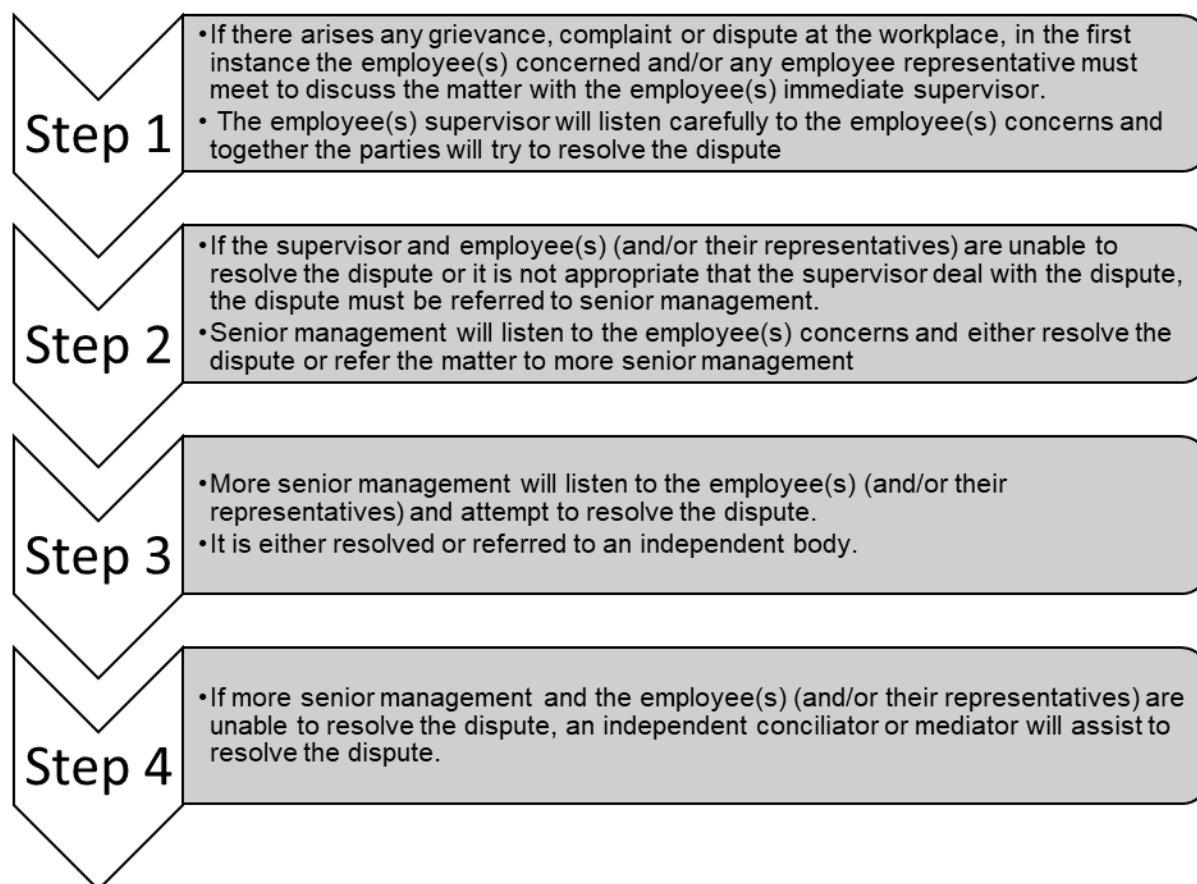
45. Dispute Settlement Procedures

- 45.1 The parties to this Award are committed to resolving disputes and grievances through co- operative consultation with one another and joint problem solving.
- 45.2 To ensure that disputes and issues relating to the provisions of this Award do not go unresolved and affect workplace productivity and relationships, the parties commit themselves to the processes of the City's dispute resolution process as detailed under this clause.
- 45.3 The dispute resolution process must be entered into by the parties to this Award with the intention of preventing or settling any grievance, complaint or dispute at the workplace without industrial action or stoppage of work, and with a view to ensuring that services to the public and ratepayers are maintained without interruption or being affected in any way.

Procedures to resolve workplace grievances, complaints or disputes

- 45.4 At all stages of the dispute resolution process, employees will continue to perform work for the City as directed by the City or its authorised representatives, without interruption or the imposition of any bans

or limitations, and in accordance with the provisions of this Award and any relevant City policies. The procedure to be followed is as follows:



45.5 To assist the expeditious resolution of disputes, where matters of urgency are raised at an organised meeting of the Union(s) the Manager, Human Resources Operations will be informed by an official of the relevant Union(s) of the existence of the dispute. The Manager, Human Resources Operations, will then inform the Executive Members concerned and, if need be, the Chief Executive Officer. If the matter remains unresolved, the Manager, Human Resources Operations, will arrange a conference between the parties concerned or affected.

45.6 Nothing contained in this clause will preclude the City or any of the Union(s) concerned from entering into direct negotiations on any matter. During such negotiations, except where they are concerned wholly or predominantly with a genuine safety issue, work will be performed as directed by the City or its authorised representative(s).

46. Employee Representatives

46.1 Employees (including casual employees) may nominate an employee representative of their choice for any matter in which they may need representation.

46.2 An "employee representative" means an employee of the City covered by this Award, nominated by an affected employee(s) of the City from time to time or the relevant Union official.

46.3 With written notification given to the City, employee representatives will be allowed reasonable time from usual duties, with pay, to represent employees during consultations.

46.4 While the City provides employee representatives access to the City's electronic mail system for the purposes of carrying out functions under this Award, Information Technology policies apply to all users

of the City's information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use.

- 46.5 Employee representatives may, with the approval of the City, hold meetings with the affected employees on the premises of the City at times, durations and locations agreed, wherewith adequate notice.

47. Union Delegate Training Leave

- 47.1 Union delegates may be granted leave of absence with pay to undertake up to five (5) days training to enhance their role in carrying out representation functions subject to the City's operating requirements and normal leave approval process.
- 47.2 The City may grant an additional two (2) days leave of absence with pay a year where the Union demonstrates the extra time is needed for the Union delegate to attend particular training that meets the above requirements.
- 47.3 Accredited delegates to the Union(s) annual conferences shall be granted paid leave for the duration of the conference provided that the City's operational requirements are met and the Union notifies the City of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.
- 47.4 This clause does not apply to casual employees.

SECTION 4 - APPENDICES

Appendix 1	Rates of Pay
Appendix 2	Annual Tool Allowances
Appendix 3	General Allowances and Conditions
Appendix 4	Key Policies
Appendix 5	Workplace Change, Redundancy and Redeployment- Employees Commencing before 5 November 2009

APPENDIX 1

Rates of pay

SALARY DIVISION

Salary Band	Salary Range - effective first pay period from on or after 1 July 2022	
	Minimum	Maximum
Band 1	\$40,388	\$64,212
Band 2	\$66,157	\$73,908
Band 3	\$75,356	\$85,351
Band 4	\$87,116	\$98,840
Band 5	\$99,931	\$112,144
Band 6	\$114,750	\$130,412
Band 7	\$132,541	\$148,526
Band 8	\$151,419	\$172,987
Band 9	\$175,994	\$197,600
Band 10	\$201,401	\$227,402

WAGES DIVISION

Grade	Salary Range - effective first pay period from on or after	
	Minimum	Maximum
A	\$54,900	\$61,825
B	\$64,311	\$72,420
C	\$72,822	\$82,011

D	\$82,345	\$92,732
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Apprenticeship Year	Base Annual Wage - effective first pay period on or after
Year 1	\$35,990
Year 2	\$41,409
Year 3	\$47,267
Year 4	\$53,236

APPENDIX 2

Annual Tool Allowances

Classification	Annual Rate - effective first pay period after 1 July 2022
Bricklayer	\$1,365
Carpenter and Plumber	\$1,839
Metal and Mechanical Trades	\$1,839
Painter and Sign writer	\$556
Plasterer	\$1,561
Electrician	\$1,227
Stonemason	\$1,839

The above tool allowances:

- (a) are to be calculated on a weekly basis by dividing the above annual amount by 52;
- (b) are to be paid weekly to the employee when performing work that attracts the allowance;
- (c) are to be paid when the employee is on paid leave;
- (d) are to be paid in any payment for notice and redundancy.

APPENDIX 3

General allowances and conditions

PART A - Wages Classification Allowances that may be annualised

A.1 The conditions, money and allowances prescribed in this Part will not, except as otherwise expressly provided:

A.1.1 be regarded for the purposes of this Award, as part of the Ordinary Rate of Pay attaching to an employee's appointed, classification or level;

A.1.2 be cumulative, where more than one of such conditions exists at the same time provided that in these circumstances the highest rate will be paid.

Abnormal conditions allowances

A.2 The provisions of this subclause do not apply to any employee who is employed in a grade, classification or level in the Cleansing and Waste unit, City Infrastructure and Traffic Operations unit and Fleet Services (formerly known as the "Cleansing Group", "Building Trades Group", "Electrical Trades Group" and "Metal Trades Group").

A.3 An employee required to work in childcare centres whilst changing nappies will be paid an additional \$0.45 per hour whilst so engaged.

PART B - Allowances pertaining to duties that are not being performed by employees as at the date of this Award

B.1 As per Clause 10 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990.

10.2 Taking of verbatim notes in shorthand @ \$10.34 for first half hour and \$5.34 for each succeeding half hour

PART C - Allowances that have been annualised into rates of pay

C.1 As per Clause 10 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990:

10.3a Building Surveyor having completed the Associate Diploma Health and Building or Post Certificate Course of Health Surveyors from TAFE.

10.3b Health Surveyor having completed a Post Certificate Course for Building Surveyors by TAFE.

C.2 Supervisory rates

As per Table 2, Part B, Schedule B of the Sydney City Council (Wages Division - Wages and Conditions) Interim Award

Clause	Brief Description
16.1.4	Supervisory Classification - Leading Hand Sub-Foreperson: Town Hall Attendants Sub-Foreperson

APPENDIX 4**Key Policies**

Employees may access the City's full policies and procedures online via the City's intranet and on display in City workplaces.

Key policies at the City will include policies covering the following topics:

Policy subject	Purpose	Elements of policy
Domestic & Family Violence Policy	The Domestic and Family Violence Policy sets out available support and information for employees who may be impacted by domestic and family violence and their colleagues	- Up to ten (10) days paid domestic and family violence leave - Support the City can offer, procedures for the application for, and taking of, leave are contained in the policy
Workplace Flexibility Policy	The Workplace Flexibility Policy outlines an organisational approach to flexibility which aims to ensure an equitable, clear and consistent application that supports, productivity, wellbeing and improved customer service.	An ability to access different options of flexibility including part-time work, job sharing arrangements, variation of hours, leave without pay etc.

	To achieve this, the City may give consideration to a range of flexible work arrangements and leave entitlements that are aimed at meeting the needs of employees, teams and business requirements.	• Arrangements and rules relating to working from home. • An ability to access flexibility for a range of reasons, including carer's responsibilities through to phased retirement. • Procedures in the application for flexibility.
Emergency Services Leave Policy	Emergency service leave is paid leave granted to employees who are members of volunteer safety organisations to attend essential meetings or help with natural disasters, such as floods and bushfires.	• Employees who are members of volunteer safety organisations, such as the State Emergency Services, NSW Rural Fire Services or similar organisations, can take leave during an emergency declared by a recognised authority. • You will receive pay at your Ordinary Rate of Pay. • Casual employees are entitled to be 'unavailable' to work for the period required to help volunteer safety organisations during an emergency.

Employees should review the complete policy rather than rely on the summary above.

APPENDIX 5

Workplace Change, Redundancy and Redeployment- Employees Commencing Before 5 November 2009

Part A - Identification and Management of surplus positions

A.1 A position is surplus to the requirements when the City decides that:

A.1.1 It no longer requires the position to be performed by the relevant employee or by anyone; and

A.1.2 This is not due to the ordinary customary turnover of labour.

A.2 A position may become surplus to requirement where:

A.2.2 The City has ceased or significantly diminished providing an activity/function; or

A.2.3 The number of staff employed by the City exceeds that required for the efficient and economic operation of the City's services; or

A.2.4 A review or restructure results in an area of the City's organisation being abolished or identifies a need for a different workforce skills profile in that area; or

A.2.5 Employees cannot be used effectively in their substantive positions because of technological or other change in work methods, or changes in the nature, extent or organisation of the functions of the City.

A.3 Where an employee occupies a position that the City decides is surplus to requirements, the employee and the relevant union will be advised of this in writing by the Chief Executive Officer.

- A.4 After receiving written notification in accordance with Clause 13.1.4 the employee whose position is surplus to requirements will receive four weeks formal notice during which the employee may elect to either;
- A.4.1 Apply for voluntary redundancy; or
- A.4.2 Participate in the City's redeployment and retaining program.
- A.5 Decisions to approve or reject an application for voluntary redundancy will be made by the Chief Executive Officer having regard to the City's operational requirements and the potential for the employee to be redeployed.
- A.6 If an employee elects not to accept voluntary redundancy, the City will commence an assessment of the employee's skills, abilities, knowledge and training needs against any employment opportunities which are or may be available before the expiration of the employee's notice period.
- A.7 This award does not prevent either party from agreeing to some other arrangement in respect of redeployment and/or redundancy where special circumstances arise. For example, where an opportunity for redeployment will arise after the expiration of the employee's notice period, the employee may agree, in writing, to take a period of paid or unpaid leave pending redeployment to that position or where training is required, the City may appoint the employee in an acting capacity.
- A.8 Once the City decides that a position is surplus to requirements, the options available to the employee occupying that position will be explored as soon as practicable in accordance with the processes of this Award.

Part B - Voluntary Redundancy

- B.1 Regardless of the employee's age or entitlement to any superannuation retirement benefit, an employee whose position is to be made redundant will be given the opportunity to apply for a voluntary redundancy.
- B.2 Notwithstanding Clause B.1, there is no right to voluntary redundancy. The City reserves the right to reject applications for voluntary redundancy, having regard to its overall staffing requirements and the need to retain appropriate skills and expertise within its organisation.
- B.3 Voluntary redundancy may be offered to an employee whose position will become surplus to requirements because:
- B.3.1 A facility will be closed and/or services or functions are being transferred to an external contractor or discontinued; or
- B.3.2 Substantial restructuring has or will be occurring with the City; or
- B.3.3 The skills and knowledge specific to a particular group of employees is no longer in demand.
- B.4 Where an employee is requested to express interest in voluntary redundancy, the Executive Member will be required to certify that the position held by the employee who is being offered voluntary redundancy is surplus to requirements.

Part C - Ranking of employees

- C.1 Where there are multiple employees performing a position which the City decides is surplus to requirements, in order to decide which employee's will have their position made redundant, the City, in consultation with relevant unions, rank employees on the basis of merit through:
- C.1.1 Comparisons of the position descriptions, position selection criteria, experience, skills profile or equivalent, and the conduct and performance (where appropriate) of affected employees; or

- C.1.2 Reference to performance, where an employee's conduct and performance has been assessed in accordance with the City's Performance Management Policy over a period of at least 12 months preceding the date the City decides the employee's position is surplus to requirements.
- C.2 An employee who occupies a position that may be made redundant as surplus to requirements will be given the opportunity to respond to the application of the selection criteria identified in Clause C.1.1.
- C.3 Employees whose skills/experience least match the requirements of the existing available positions or who, on a comparative basis, have a lesser level of performance, will be targeted for voluntary redundancy.

Part D - Forced Redundancy

- D.1 Forced redundancy will only arise where an employee does not apply for voluntary redundancy and refuses to participate in the City's redeployment program.
- D.2 Refusal to participate in the City's redeployment program may be established by the employee:
 - D.2.1 Declining a meaningful and appropriate offer of redeployment. A meaningful and appropriate offer of redeployment is one that involves redeployment to an available position which:
 - (a) The employee would be capable of performing after receiving a maximum of eight weeks training;
 - (b) Is no lower than two (2) salary band levels below the employee's substantive position (applies to Salary division only).
 - D.2.2 Refusing to actively participate in a training, development or redeployment program. This includes:
 - (a) Refusing short-term work placements or special assignments;
 - (b) Refusing directions under a work plan;
 - (c) Failing to actively participate in training.
 - D.2.3 Failing to meet the City's standards of conduct as prescribed in the Code of Conduct.
 - D.2.4 Failing to meet the performance standards for a position/project in which the employee is placed during a redeployment and/or training program.
- D.3 The entitlements associated with forced redundancy differ from those associated with voluntary redundancy.

Part E - Transfer of Business Redundancy

- E.1 A transfer of business redundancy occurs where an employee elects to transfer their employment to an external contractor of the City.
- E.2 Where an external contractor is successful in a tender and a tender provides for the transfer of City employees to the contractor, an employee whose position the City decides is surplus to requirements will have the following options:
 - E.2.1 Apply for a voluntary redundancy; or
 - E.2.2 Remain with the City and participate in the redeployment and training program; or
 - E.2.3 Transfer employment to work under the contractor, where appropriate.

- E.3 If an employee wishes to return to the City's employ, the employee must pay back their termination payment (excluding annual leave) in full upon recommencement. This will enable the employee and the city to meet taxation obligations with regard to concessional tax provisions and to retain the employee's continuity of service with the City.
- E.4 The employee's entitlements upon transfer of business redundancy will be equivalent to that listed in the *New South Wales Protection Act 1982* (or amendments).

Part F - Redeployment

- F.1 Where an employee who occupies a position that the City decides is surplus to requirements does not elect to become voluntarily redundant the employee will be offered the opportunity to be redeployed.
- F.2 Employees who wish to be redeployed are required to cooperatively participate in the City's redeployment program. The City's primary objective in the redeployment process is to appoint employees to a permanent position, consistent with the person's skills, knowledge and ability, as soon as is practicably possible.
- F.3 Where redeployment is an employee's preference, the City will assess an employee's suitability for participation in the redeployment program and will assign the employee tasks, responsibilities and training opportunities in accordance with the City's redeployment and redundancy procedures as contained in this Award.
- F.4 To assist the City to successfully redeploy employees, employees who are interested in redeployment must:
- F.4.1 Actively pursue development opportunities;
 - F.4.2 Seek out alternative placements;
 - F.4.3 Compete on merit for advertised positions of a higher level for which they may be suitable;
 - F.4.4 Accept any reasonable offer of appropriate alternative work.
- F.5 While the City will take reasonable steps to secure a permanent position for employees whose position is to be made redundant, it may also be necessary for those employees to:
- F.5.1 Accept a corporate and operational project assignment or temporary position; and/or
 - F.5.2 Participate in a skills development or training program; and/or
 - F.5.3 Accept a position at a lower level to the position the employee previously held.

Corporate and Operational Project Assignments

- F.6 Corporate and operational projects are fixed term job assignments (of up to 12 months) on specified work. A project must have the approval of the Executive Member to be suitable for assignment.

Ranking of employees

- F.7 Where there are a number of employees whose positions the City decides are surplus to requirements, the same principles in respect of ranking of employees for redeployment opportunities will apply as set out in Clause C.1.1 - C.1.3.

Salary Maintenance

- F.8 Where an employee elects to participate in the City's redeployment program, the employee will retain the salary rate attached to their substantive position (ie the position held immediately prior to being placed in the redeployment program) until the employee is permanently appointed to another position.

- F.9 Maintenance of a higher duties allowance for redeployees will be paid where, at the date of redeployment, the redeployee has been employed continuously on higher duties in excess of twelve (12) months. In this case higher duties payment will continue as salary maintenance.
- F.10 An employee's salary rate in their substantive position will include payment of the following allowances:
- F.10.11 Shift allowances;
 - F.10.12 Supervisory allowances;
 - F.10.13 Tool allowances; and
 - F.10.14 Multiskilling allowances.
- F.11 The allowances in Clause E.3 will only be included in the employee's salary rate where the allowance was paid for a continuous period of at least twelve (12) months immediately preceding the date on which the employee's position was identified as surplus to the requirements.
- F.12 An employee who is redeployed to a position which has a lower salary rate to the salary rate of the employee's substantive position will continue to receive salary maintenance at the salary rate of their substantive position until the employee is permanently appointed to another position of equal job evaluation (i.e. salary band level).

Refusal to participate in Redeployment Program

- F.13 An employee who refused to participate in the City's redeployment program will be counselled in accordance with the City's policies.
- F.14 An employee whose position the City decides is surplus to requirements who does not apply for a voluntary redundancy and who refuses to participate in the redeployment program will only receive salary maintenance for a period of six (6) months. This salary maintenance period will apply from the date the employee is notified that their position is surplus to requirements.
- F.15 An employee who refuses redeployment who has been receiving salary maintenance in excess of six (6) months will be made redundant in accordance with the forced redundancy provisions of this Award.
- F.16 An employee who refuses redeployment who has been receiving salary maintenance will be subject to formal performance based advancement through the salary range of their previously held position. Future pay adjustments will also apply to the salary rate of the employee's previously held position.

Preferential Job Placement

- F.17 Where the City identified a vacant position within its organisation, the City will prefer redeployment of employees to the available position to the external vetting of candidates. The City's preference in this regards is subject to:
- F.17.1 Suitable employee(s) being available for redeployment. Suitability will be assessed with regard had to the minimum skill level of the employee(s) and the requirements of the vacant position as well as the overall ability of the employee(s) to adequately perform the duties of the position after having received appropriate training and within a reasonable time-frame after redeployment; and
 - F.17.2 The salary rate of the vacant position being no greater than the employee's salary rate in their substantive position.
- F.18 The suitability of an employee for redeployment to a vacant position will be determined with reference to the employee's:

- F.18.1 Qualifications, experience and skills; and
 - F.18.2 Salary level; and
 - F.18.3 Personal circumstances; and
 - F.18.4 Willingness to participate in training, if required.
- F.19 When an employee whose position is surplus to requirements is advised of a suitable position (either temporary or permanent) for redeployment, the employee will also be provided with information relevant to the position, including job description, selection criteria, an organisation chart and particulars of required training. A reasonable opportunity will be afforded to the employee to obtain all relevant information pertaining to the position.
- F.20 If two or more employees are assessed as suitable for redeployment to a position, the employee offered the appointment to the position will be determined in accordance with the City's merit based selection procedures and practices.
- F.21 An employee who is not selected for redeployment to an available position will be provided with a written statement from the Executive Member detailing why the employee was not redeployed to the position.
- F.22 A decision by the City whether or not to appoint an employee to an available position is not subject to appeal.

Training

- F.23 Where an employee is not able to be placed immediately into an available position, the City may offer appropriate training. While the City recognises its role in providing training to an employee whose position is identified as surplus to requirements, employees have no rights of access to formal training at the City's expense. Whether or not training will be offered to an employee will be decided by the City after considering.
- F.23.1 The cost of training against the benefit to the quality of the City's services;
 - F.23.2 The likelihood of placement after training is completed;
 - F.23.3 The need to fill the available position in a timely manner;
 - F.23.5 The degree of training required to equip the employee to adequately perform the duties of the available position;
 - F.23.6 The employee's prior work performance; and
 - F.23.7 The employee's satisfactory completion of previous training programs.
- F.24 Where the city takes the view that training is appropriate and the employee who is offered redeployment is willing to undertake the training, the City, in consultation with the employee, will develop an appropriate training program.
- F.25 Any training program that the City requires an employee to carry out will be at the expense of the City and, where possible, will be undertaken outside the employee's normal working hours, the employee will be granted time off in lieu for the prescribed course hours.
- F.26 At any time during the training period, where appropriate, the employee will be entitled to preferential appointment to an available position which does not require training.
- F.27 An employee who requires training to perform the duties of an available position may occupy the position in an acting capacity while the training is carried out.

- F.28 Where training has been deemed necessary for redeployment of an employee, the employee must satisfactorily complete all training requirements before permanent appointment to the available position. In the event that the employee does not satisfactorily complete all training requirements, the City may revoke the offer to redeploy the employee to the available position.

Part G - Contract Employees

- G.1 For the purpose of this award, "contract employees" means employees who are employed under the terms and conditions of the City's Contract Employment Policy and whose salary is linked to the City's awards.
- G.2 Consistent with this Award, "contract employees" means employees who are employed under the terms and conditions of the City's Contract Employment Policy and whose salary is linked to the City's awards.
- G.3 If, in the event of workplace change initiatives (restructuring, competitive tendering etc), the employee's services can be utilised in a similar role or capacity where there is no loss in the employee's salary, the duties and responsibilities of an employee who is employed under the terms and conditions of a written fixed-term contract may be varied. Any variation will be by agreement, in writing, between the City and the employee concerned. An agreement to vary the duties and responsibilities of a contract employee may not be unreasonable withheld by either party.
- G.4 The termination provisions of the Contract of Employment will prevail if the employee's services cannot be utilised in a similar role or capacity without loss of salary by the employee.

Part H - Voluntary Redundancy resulting from redeployment action

- H.1 Employees who occupy positions that have been identified as surplus to requirements will be offered voluntary redundancy in the first instance.
- H.2 Employees who, in lieu of voluntary redundancy, elect to participate in the City's redeployment program will remain eligible to apply for voluntary redundancy at any time while placed in the program.
- H.3 Once an employee has been permanently appointed to an appropriate position, they will no longer be eligible to participate in the redeployment program of apply for voluntary redundancy.

Part I - Transfer of Redundancy Application (mix and match arrangements)

- I.1 Where an employee, other than an employee occupying a position that has been identified as being surplus to requirements, wishes to apply for voluntary redundancy, the City may accept the voluntary redundancy application and allow redeployment of the employee originally identified for voluntary redundancy.

Part L - Employee Assistance and Counselling

- L.1 Employees who accept voluntary redundancy or elect to participate in the City's redeployment and retraining program will be entitled to assistance and information which may include:
- L.1.1 Stress management counselling;
- L.1.2 Vocational counselling which may include career transition, training opportunities and occupational information;
- L.1.3 Information on programs to upgrade skills or acquire new skills;
- L.1.4 Financial counselling on matters associated with taxation, superannuation and financial management;
- L.1.5 Assistance with job search, resume preparation and interview skills.

Part M - Consultation

- M.1 This award recognises the rights of unions to represent the interests of employees through consultation and or negotiation with the City where the City is in the process of implementing workplace change.
- M.2 Where the city decides that a position(s) is surplus to requirements the following consultative arrangements will apply:
- M.2.1 The City will advise the relevant union and employees that the employees positions have been identified as surplus to requirements;
- M.2.2 The City will provide the union with all relevant information pertaining to the employees concerned, including classifications and work locations;
- M.2.3 Discussions between the City and Union will cover the reasons for the surplus staffing situation and the measures, if any, which could be taken to reduce the incident of employees becoming surplus to requirements;
- M.2.4 After consulting with the relevant union and affected employees, the employees whose positions are deemed surplus to requirements will be given written notification of the redundancy of their positions and will be given further information in respect of the redeployment and training options available to them.

Part N - Redundancy Entitlements

- N.1 The Basis for calculating a redundancy entitlement
- N.2 For the purpose of calculating any payment under the schedules contained in this clause "weeks pay" means the ordinary rate of pay for a week's work for the employee concerned except where an employee:
- N.2.1 Has been acting in a higher position for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee's position was surplus to requirements. In those circumstances the employees "weeks pay" will be derived from the employee's salary in a higher position at that date; or
- N.2.2 Has been receiving an allowance (e.g shift allowance) for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee's position was surplus to requirements. In those circumstances the weekly average amount of the allowance received during the twelve (12) month period will be counted as part of the "weeks pay".
- N.3 For the purpose of calculating any payment under the Schedules in this clause "years of service" means completed full years of service from the date the employee commenced employment with the City.

Voluntary Redundancy

Schedule	Weeks
Termination pay in lieu of notice	4
Job Search Allowance	10
4 weeks pay per year of service for the first 5 years	20 (maximum)
2 weeks pay per year or service thereafter	18 (maximum)
Maximum Available	52 weeks

- N.4 Sick leave accrual prior to 14 February 1993 will be paid out to a maximum of 14 weeks.
- N.5 Gratuity entitlements, as per the Applicable award will be paid out.
- N.6 Out-placement services up to a value of \$3,000 per person will be provided, where requested by the employee concerned.

Forced Redundancy

N.7 Forced redundancy payments will be based on the voluntary redundancy benefits with the following exceptions:

N.7.1 The job search provisions will not apply;

N.7.2 The maximum weeks available will be limited to 42 weeks;

N.7.3 No out-placement services will be provided.

Transfer of business Redundancy

N.8 The Employment Protection Regulation 2001 (New South Wales) - Schedule 1 - Scale of Severance Payments

Length of continuous service by employee	Rate for calculation of amount of severance payment	
	If employee is less than 45 years of age	If employee is over 45 years of age
Less than 1 year	Nil	Nil
More than 1 years but less than 2	4 weeks pay	5 weeks pay
More than 2 years but less than 3	7 weeks pay	8.75 weeks pay
More than 3 years but less than 4	10 weeks pay	12.5 weeks pay
More than 4 years but less than 5	12 weeks pay	15 weeks pay
More than 5 years but less than 6	14 weeks pay	17.5 weeks pay
More than 6 years	16 weeks pay	20 weeks pay

Part O - Re-employment and or Re-engagement of Employees

O.1 Employees who have left employment with the City due to redundancy, except for employees who have accepted a transfer of business redundancy entitlement, will not be re-employed or engaged in any capacity within fifty two (52) weeks from their separation date.

O.2 Clause Part M applies equally to situations where individuals are employed or engaged on a permanent, causal, agency, consultancy or contract basis in respect of:

O.2.1 A full-time or part-time employee or contract basis in respect of:

O.2.2 Company trust, partnership or sole trader where the ex-employee is a principal; or

O.2.3 An employee of a contractor, consultancy or agency which has a separate legal entity to the employee.

O.3 For all hiring and recruitment, the delegated officer is to certify that the person being hired did not leave the City's employment due to redundancy within fifty two (52) weeks from the commencement date.

O.4 For all engagements of contractors or consultants, the engaged manager is to certify that the contractor or consultant performing the work or providing the services did not leave the City's employment due to redundancy within fifty two (52) weeks from their engagement date. This should be verified by a written statement from the contracting or consultancy company or agency.

O.5 Exceptions to this requirement may only be approved by the Chief Executive Officer and cannot be sub-delegated. The Lord Mayor and the relevant union must be advised of an approval under this clause.

O.6 Where exceptions are approved, employees who are re-employed or re-engaged will be made aware of their financial responsibilities with respect to superannuation and redundancy payments paid at concessional taxation rates.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (HERITAGE STONeworks) WAGES STAFF AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 300434 of 2023)

Before Chief Commissioner Constant

27 September 2023

VARIATION

1. Delete the title of the Award published 8 October 2023 (390 I.G. 605) and insert in lieu thereof the following new title:

CROWN EMPLOYEES (HERITAGE STONeworks) WAGES STAFF AWARD 2021

2. Insert a full stop at the end of the subclause 2.9 of clause 2, Definitions.
3. Delete the organisation "Plumbers Union NSW" in subclause 3.1 of clause 3, Parties and insert in lieu thereof the following:

The New South Wales Plumbers and Gasfitters Employees' Union
4. Delete subclause 4.2 of clause 4, Incidence and Period of Operation, and insert in lieu thereof the following:

4.2 This award shall take effect on 1 July 2021 and remains in force until 30 June 2024 or until varied or rescinded.
5. Delete Part B - Rates & Allowances, and insert in lieu thereof the following:

PART B

RATES & ALLOWANCES

Rates

From the first full pay period on or after 1 July 2023, the rates of pay set out under the heading 2023/24 shall be payable. These rates represent a 4% wage increase from 1 July 2023.

Legend: pf = per fortnight, pw = per week, pd = per day, ph = per hour

Table 1 A - Wages Classification and Wage Schedules

Item	Award Code	Clause	Description		2022/23	2023/24
Percentage increase for wage and wage related allowances					2.53%	4.0%
1	1279	7.1	Level 1	92%	2160.10 pf	2246.50 pf
2	1279	7.1	Level 2	95%	2232.20 pf	2321.50 pf
3	1279	7.1	Level 3	97.50%	2293.20 pf	2384.90 pf
4	1279	7.1	Level 4	100%	2347.80 pf	2441.70 pf
5	1279	7.1	Level 5	105%	2480.30 pf	2579.50 pf
6	1279	7.1	Level 6	110%	2582.80 pf	2686.10 pf

7	1279	7.1	Level 7	115%	2700.30 pf	2808.30 pf
8	1279	7.1	Level 8	120%	2817.30 pf	2930.00 pf
9	1279	7.1	Level 9	126%	2958.70 pf	3077.00 pf
10	1279	7.1	Level 10 Step 1	133%	3113.40 pf	3237.90 pf
11	1279	7.1	Level 10 Step 2	135%	3180.20 pf	3307.40 pf
12	1279	7.1	Level 11 Step 1	139%	3273.30 pf	3404.20 pf
13	1279	7.1	Level 11 Step 2	142%	3342.80 pf	3476.50 pf
14	1279	7.1	Level 11 Step 3	147%	3464.60 pf	3603.20 pf
15	1279	7.1	Level 12 Step 1	152%	3572.20 pf	3715.10 pf
16	1279	7.1	Level 12 Step 2	156%	3676.70 pf	3823.00 pf

Table 1B - Survey and Spatial Classification and Wage Schedules

Item	Award Code	Clause	Description	2022/23	2023/24
Percentage increase for wage and wage related allowances				2.53%	4.0%
17	1279	7.1	Survey and Spatial Classification - Level 1	2160.10 pf	2246.50 pf
18	1279	7.1	Survey and Spatial Classification - Level 2	2232.20 pf	2321.50 pf
19	1279	7.1	Survey and Spatial Classification - Level 3	2293.20 pf	2384.90 pf
20	1279	7.1	Survey and Spatial Classification - Level 4	2347.80 pf	2441.70 pf

Table 1C - Apprentice Classification and Wage Schedules

Item	Award Code	Clause	Description	2022/23	2023/24
Percentage increase for wage and wage related allowances				2.53%	4.0%
Three Year Program					
21	1279	7.1	Apprentice 3 Year 1	1462.60 pf	1521.10 pf
22	1279	7.1	Apprentice 3 Year 2	1838.10 pf	1911.60 pf
23	1279	7.1	Apprentice 3 Year 3	2100.00 pf	2184.00 pf
Four Year Program					
24	1279	7.1	Apprentice 4 Year 1	1141.70 pf	1187.40 pf
25	1279	7.1	Apprentice 4 Year 2	1462.60 pf	1521.10 pf
26	1279	7.1	Apprentice 4 Year 3	1838.10 pf	1911.60 pf
27	1279	7.1	Apprentice 4 Year 4	2100.00 pf	2184.00 pf

Table 2A - Wage Related Allowances

Item	Award Code	Clause	Description	2022/23	2023/24
Percentage increase for wage and wage related allowances				2.53%	4.0%
Special Allowances					
28	1279	7.4.1	All-purpose special allowance - Stonemason-carvers	157.20 pf	163.50 pf
29	1279	7.4.2	All-purpose special allowance - Electricians	156.40 pf	162.70 pf
30	1279	7.4.3	All-purpose special allowance - Plumbers	24.80 pf	25.80 pf
All Purpose Allowances					
31	1279	8.7.3.1	All-purpose allowance - General (Heritage and Building Services Group employees and apprentices other than (Slater)/Plumber/Drainer	65.80 pf	68.40 pf

32	1279	8.7.3.2	All-purpose allowance - (Slater)/Plumber/Drainer employees and apprentices	73.90 pf	76.90 pf
Other Allowances					
33	256		Electrician Licence	54.40 pw	56.58 pw
34	256		Plumber, Gasfitters, Drainers License	2.72 ph	2.83 ph
35	256		Registration allowance	1.08 pd	1.12 pd
36	256		First Aid allowance	3.81 pd	3.96 pd
37	1279	8.8.1	Thermostatic mixing valves allowance	0.74 ph	0.77 ph
38	1279	8.9.1	Driving van allowance	3.04 pd	3.16 pd

Table 2B - Expense Related Allowances

Item	Award Code	Clause	Description	2022/23	2023/24 7.3% CPI Increase
39	1279	8.6.1.1	Tool Allowance for: Carpenter/Joiner Stonemason-carver Stonemason Plumber Electrician Plasterer	70.70 pf	75.90 pf
40	1279	8.6.1.2	Tool Allowance for: Bricklayer	50.40 pf	54.10 pf
41	1279	8.6.1.3	Tool Allowance for: Slate & Tiler	36.70 pf	39.40 pf
42	1279	8.6.1.4	Tool Allowance for: Painter	17.10 pf	18.30 pf
43	1279	8.3.2	Private vehicle use	0.88 per km	0.94 per km
44	1279	8.3	Fares and Travelling Time	27.49 pd	29.50 pd
45			(fares)	16.55 pd	17.76 pd
46			(travelling time)	10.96 pd	11.76 pd
47	1279	8.4.7	Distance work - transporting tools	26.55 pd	28.49 pd
48	1279	8.4.8.1	Distance work - per day	82.27 pd	88.28 pd
49	1279	8.4.8.2	Distance work - per week	576.00 pw	618.05 pw
50	1279	8.5.1	Loss of tools	2049.10	2198.68

Method of Adjustment**Wages - fortnightly rates**

Fortnightly wage rates are rounded to the nearest 10 cents, with figures less than 5 cents going to the lower amount, and figures 5 cents or more going to the higher amount.

Allowances

Wage related allowances (such as a first aid allowance) are increased by 4.0 per cent.

Fortnightly and weekly allowances are rounded to the nearest 10 cents, with figures less than 5 cents going to the lower amount, and figures 5 cents or more going to the higher amount. Daily, hourly and per shift allowances are rounded to the nearest cent.

Expense related allowances (such as meal and travelling allowances) are in accordance with the Crown Employees (Skilled Trades) Award (Award code 256).

6. This variation will take effect from the first full pay period on or after 1 July 2024.

N. CONSTANT, *Chief Commissioner*

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 77087 of 2022)

Before Commissioner Sloan

3 October 2023

VARIATION

1. Delete subclause 3.2 of clause 3, The Surcharge, of Schedule I - Temporary Fuel Surcharge, of the contract determination published 24 August 2020 (387 I.G. 924) and insert in lieu thereof the following:
- 3.2 For pay periods commencing between 18 September 2023 and 15 October 2023, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.12
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.14
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.21
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.21
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.21
Rigid-carrying capacity over 14 tonnes or more	\$0.27
Single Axle Prime Mover	\$0.27
Bogie Axle Prime Mover	\$0.33

For pay periods commencing between 21 August 2023 and 17 September 2023, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.09
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.10
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.15
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.15
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.15
Rigid-carrying capacity over 14 tonnes or more	\$0.19
Single Axle Prime Mover	\$0.19
Bogie Axle Prime Mover	\$0.23

2. Delete the tables in subclause 3.3 of clause 3, The Surcharge, of Schedule I - Temporary Fuel Surcharge, and insert in lieu thereof the following:

For pay periods commencing between 18 September 2023 and 15 October 2023:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.95
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.95
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.95
Rigid-carrying capacity over 14 tonnes or more	\$3.78

Single Axle Prime Mover	\$3.79
Bogie Axle Prime Mover	\$4.61

For pay periods commencing between 21 August 2023 and 17 September 2023:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.10
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.10
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.10
Rigid-carrying capacity over 14 tonnes or more	\$2.70
Single Axle Prime Mover	\$2.71
Bogie Axle Prime Mover	\$3.29

3. This variation will take effect on and from 18 September 2023.

D. SLOAN, *Commissioner*

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