

Vol. 370, Part 2

25 June 2010

Pages 162 – 299



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

Printed by the authority of the  
**Industrial Registrar**  
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

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**CITY OF SYDNEY WAGES/SALARY AWARD 2010**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 1667 of 2008)

Before Mr Deputy President Grayson

7 April 2010

**REVIEWED AWARD****SECTION ONE - COMMON CONDITIONS OF EMPLOYMENT****PART ONE - PRELIMINARY MATTERS**

Clause No. Subject Matter

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**Clause 1. Title**

This Award will be referred to as the City of Sydney Wages/Salary Award 2010.

**Clause 2. Purpose**

- 2.1 The purpose of this Award is to provide recognition of the continuation of existing conditions of employment from pre-existing City of Sydney Awards and to reflect recently negotiated additional conditions of employment.

**Clause 3. Application, Area, Incidence, Operation and Duration of Award**

- 3.1 This Award is binding on the Council of the City of Sydney, the following industrial organisations:

New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union;

The Local Government Engineers' Association of New South Wales;

The Development and Environmental Professionals' Association;

and all employees of the Council of the City of Sydney except those employed under the following awards:

South Sydney City Council Wages Staff Award 2010, as amended;

South Sydney City Council Salaried Officers Award 2010, as amended; and

the Local Government (State) Award 2007, as amended.

3.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the City of Sydney Wages/Salary Award 2002 published 8 August 2003 (340 I.G. 810) and all variations thereof.

### 3.3 Operation and Duration of Award

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 10 April 2010. The award remains in force until varied or rescinded, the period for which it was made having already expired.

### 3.4 Preservation of Entitlements

- (a) Having regard to the purpose of this Award, the parties to this Award shall ensure that any disputes concerning the interpretation of this Award will be determined in a manner that, as far as practicable, preserves the pre-existing entitlements of employees.
- (b) Where the parties to this Award determine that pre-existing entitlements have not been included in this consolidated Award or that pre-existing entitlements have been inadvertently varied by this Award and previous Awards, the parties, or either party, may apply to the Industrial Relations Commission of New South Wales to have the Award varied to ensure the preservation of pre-existing entitlements.

## Clause 4. Definitions

**AFTERNOON SHIFT** - means ordinary daily working hours which finish after 8:00pm and at or before midnight, Monday to Friday inclusive (excluding public holidays).

**CASUAL EMPLOYEE** - is defined in Part 2, Clause 5.4.

**CONTINUOUS WORK** - means work carried out through consecutive shifts of employees over twenty-four (24) hours for at least six (6) consecutive days without interruption, except during breakdowns, meal breaks, or due to unavoidable causes beyond the control of the employer.

**COUNCIL** - means the Council of the City of Sydney and includes the Chief Executive Officer or any person authorised by the Chief Executive Officer to act on Council's behalf.

**DISMISSAL** - means termination of the services of an employee for reasons of serious misconduct or breach of discipline.

**MEDICAL RETIREMENT** - means termination of service with the Council on account of a medical condition as referred to in Part 2, Clause 5.11.

**MORNING SHIFT** - means ordinary daily working hours which commence after 4:00am and before 5:30am, Monday to Friday inclusive (excluding public holidays).

**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).

**PART-TIME EMPLOYMENT** is defined in Part 2, Clause 5.2.

**PUBLIC HOLIDAY SHIFT** - means the ordinary daily working hours of a shift where the major portion falls on a public holiday.

**RESIGNATION** - means voluntary termination of employment by the employee in accordance with this Award.

**SATURDAY SHIFT** - means ordinary daily working hours the major portion of which fall between midnight Friday and midnight Saturday.

**SHIFT WORK** - means work performed during ordinary working hours in continuous morning, afternoon, night shifts, rotating shifts or in rostered shifts which include a Saturday or Sunday.

**SUBSTANTIVE RATE** - means the rate of pay to which an employee is appointed to the service of the Council of the City of Sydney.

**SUNDAY SHIFT** - means ordinary daily working hours the major portion of which fall between midnight Saturday and midnight Sunday.

**TEMPORARY EMPLOYMENT** - is defined in Part 2, Clause 5.3.

**UNION** - means an Industrial Organisation of employees which is party to this Award and which covers the particular employee/s concerned in the service of the Council of the City of Sydney.

**NOTE:** All other issues are defined as they are drafted in the relevant clauses of this Award.

## **PART TWO - EMPLOYMENT ARRANGEMENTS**

### **Clause 5. Terms of Employment**

Employment will be on either a full-time, part-time, temporary or casual basis.

#### **5.1 Full-Time Employment**

A full-time employee is permanently employed in accordance with the working hour arrangements specified in this clause and in the Wages Division Section 2 - clause 33 or the Salaried Division Section 3 - clause 41.

#### **5.2 Part-Time Employment**

**5.2.1** A part-time employee is permanently employed on a regular number of hours which are less than the full-time ordinary hours.

**5.2.2** Prior to commencing part-time work the employer and employee must agree:

- (a) that the employee will work part-time; and
- (b) hours, days and start/finishing times; and
- (c) the nature of the work to be performed.

- 5.2.3 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement.
- 5.2.4 Part-time working agreements may be varied in consultation with the employee, and will be stated in writing with the original retained by Council and a copy provided to the employee.
- 5.2.5 Part-time employees will receive all the conditions prescribed by this Award on a pro-rata basis of the regular hours worked. An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 5.2.6 A part-time employee will be paid for public holiday(s) falling on a day(s) which they would normally have been required to work, and will be paid for the hours normally worked on that day.
- 5.2.7 The Council shall advise the Secretary of the Union or Unions concerned in advance, of its intention to employ an employee/s in accordance with the provisions of this Clause and the area and anticipated duration of such employment.

Note: For further information see Wages Division Section 2 - clause 34 and Salaried Division Section 3 - clause 40.

### 5.3 Temporary Employment

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

### 5.4 Casual Employment

- 5.4.1 A casual employee is engaged on a day to day basis, works intermittently in relieving work or work of a casual and/or unexpected nature, and is paid by the hour.
- 5.4.2 A casual employee is not entitled to any leave provided for in this Award (whether paid or unpaid), or payment for a public holiday(s) falling on a day which they would normally have been required to work.
- 5.4.3 A casual employee will be paid the hourly rate prescribed for the classification in which they are employed. This hourly rate will be calculated by dividing the substantive rate of pay for the position (as provided by this Award) by the standard working hours.
- 5.4.4 The rates prescribed in paragraph 5.4.3 shall be inclusive of an allowance or loading for annual holidays, sick leave, public holidays and the temporary nature of employment, and an employee engaged under this subclause, shall not be entitled to any additional payment for annual holidays, sick leave or public holidays prescribed by the Award.

Note: For the applicable casual loading see Wages Division Section 2 - clause 35 or Salaried Division Section 3 - clause 40.

### 5.5 Appointment

- 5.5.1 Permanent appointment to Council will be subject to a medical examination to assess medical fitness by a qualified medical practitioner nominated by Council. The medical examination will be at Council's expense.
- 5.5.2 Prior to appointment to a permanent, temporary or casual position, an employee shall produce evidence of:
- (a) date of birth (i.e. birth certificate), together with evidence of any subsequent change of name as may be satisfactory to Council;

- (b) Australian Citizenship or permanent residency or a current visa that permits them to work within Australia by way of a passport.

5.5.3 An employee shall record starting and ceasing times, if required by Council, in an attendance register or other attendance recording system.

#### 5.5.4 Transfer of Employees

All employees covered by this Award may be employed in any part or location of Council's organisation as may exist from time to time to meet operational and customer service needs.

#### 5.5.5 Workplace Flexibility

- (a) All employees will be required to participate in the full range of related work activities within their respective classifications, provided they have received training where relevant and are considered by Council to be competent to participate in the required activities.
- (b) Further, an employee will perform work within the ambit of their profession, vocation, trade or calling, as may from time to time be required by the Council. Employees may be required to perform other functions/duties applicable to lower paid positions.
- (c) All job advertisements will carry an appropriate condition which will encompass the above.

#### 5.5.6 Appointment to a Higher Position

An employee, who is appointed to a position in a higher salary band and who, to convenience Council, is prevented from taking up the appointment for a period of 14 days, dating from and inclusive of the date of appointment, shall be paid the higher rate as and from the 15th day of such appointment.

#### 5.5.7 Promotion

- (a) Movement from position to position will be subject to vacancies and will be on the basis of merit by means of competitive selection process as detailed in Council's Recruitment and Selection Policy.
- (b) The filling of all advertised vacancies whether by internal or external appointment will be on the basis of merit.

### 5.6 Probation

The probationary period will allow Council to ascertain whether the appointee's work performance meets the standards required. The period of probation for initial appointments will be up to 6 months.

### 5.7 Notice Of Resignation

Unless otherwise provided, an employee will give to the Council the following notice of termination of employment:-

- (a) less than 1 year's service - 1 week's notice; or
- (b) more than 1 year's service - 2 week's notice; or
- (c) by agreement, for a lesser period.



## 5.8 Notice of Termination

5.8.1 Unless otherwise provided, Council will give to the employee the following notice of termination of employment:

- (a) Not more than 1 years service - 1 weeks notice; or
- (b) More than 1 year but not more than 3 years - 2 weeks notice; or
- (c) More than 3 years but not more than 5 years - 3 weeks notice; or
- (d) More than 5 years - 4 weeks notice; or
- (e) by agreement, for a lesser period.

5.8.2 If the employee is more than 45 years old and has completed at least 2 years of continuous service with the City of Sydney the above notice periods will be increased by 1 week.

5.8.3 In any case where it has been established to the satisfaction of Council that an employee has been guilty of serious misconduct or breach of discipline, Council may, subject to the provisions of the *Local Government Act 1993* as amended and the *New South Wales Industrial Relations Act 1996* as amended, or any successor legislation, dismiss without notice, suspend the employee for a period not exceeding 1 ordinary working week, regress the employee to a lower pay rate and/or demote the employee either permanently or for a specified period.

## 5.9 Discipline

5.9.1 Where an employee's work performance or conduct is considered unsatisfactory and/or unacceptable to Council, discipline procedures will be promptly implemented. Council's Discipline Policy and Procedures will be followed in all such cases.

5.9.2 In summary, Council's Discipline Policy and Procedures provides for a step by step formal warning system. This system will provide all parties with the opportunity to:

- (a) identify and discuss problems;
- (b) respond to allegations with the support and assistance of their Union;
- (c) rectify the problem; and
- (d) provide warnings on a verbal and/or written basis as required.

5.9.3 Suspension of an Employee

- (a) At any stage during this procedure Council may immediately suspend an employee without pay for a period not exceeding 1 ordinary working week;
- (b) Suspension from duty does not affect continuity of service for the purposes of accruing leave entitlements;
- (c) If, after investigation, the reasons for suspension are found to be inappropriate, the employee will not suffer any loss of pay for the period of suspension.

5.9.4 At any time during this procedure Council will be entitled to regress the employee to a lower salary rate and/or demote the said employee to a lower paid position.

5.9.5 Nothing in this clause prevents Council from terminating an employee's service in accordance with clause 5.8 Notice of Termination and Dismissal of this Award.

- 5.9.6 Council or the employee may request the presence of a Union representative at any stage in the above procedures.
- 5.9.7 This procedure shall not affect either party's right to institute the Dispute Settlement Procedures set out in clause 28 of this Award, or to notify the Industrial Registrar as to the existence of an industrial dispute.
- 5.9.8 Employees may have access to their personal files, and may take notes and/or obtain copies of the contents of the file.
- 5.9.9 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.
- 5.9.10 These provisions do not affect the rights of the Council to take other disciplinary action before and/or during the above procedures in cases of misconduct or where the employee's performance warrants such action.
- 5.10 Payment of Employees
- 5.10.1 For further information see Wages Division Section 2 - clause 34 or Salaried Division Section 3 - clause 40.
- 5.10.2 Account Maintenance
- (a) All net pays will be deposited into the employee nominated account at a mutually agreed financial institution.
  - (b) Council reserves the right to limit the definition and number(s) of financial institutions which can be nominated.
  - (c) Employees must supply full and complete details of the nominated account to the Council prior to the Wednesday before the next payday.
  - (d) 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 institution.
- 5.10.3 Averaging Pay System
- (a) In accordance with clause 6 (Hours of Work) of this Award and other related clauses, the following provisions shall apply notwithstanding any other provisions of this Award. See Appendix 5 for table of 9-day fortnight and 19 day month pay systems.
  - (b) The objective of the averaging pay system is to pay the employee the same average pay for the same average hours worked per pay period. See clause 6 (Hours of Work) for further reference.
  - (c) The extra hours the employee works in excess of the standard working hours shall be accrued as a "credit". This "credit" shall be accumulated as offsets against payments in the period of their pay cycle.
  - (d) The "credit" will continue to accrue where an employee is absent from work on any approved paid leave.
  - (e) The credit will not continue to accrue where an employee is absent from work due to any type of unpaid leave.

- (f) In the case of an employee whose employment terminates on a day other than the last day of a work cycle and who has been paid under an averaging system of payment, the net amount of any wages due to or owing by such employee shall be calculated by bringing into account any debits and any credits in respect of such employee during the work cycle in which the termination of employment occurs.

#### 5.10.4 Payroll Deductions

- (a) Council 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 Council to comply.
- (b) Council recognises that payroll deductions of union dues, in normal circumstances will not be considered for removal. If the Council considers that exceptional circumstances exist that would warrant a change to this policy, the Council 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.

#### 5.11 Medical Retirement

In any case where the Council, after having had an employee examined by 2 qualified medical practitioners, 1 of whom shall be a specialist and the other such medical practitioner as may be nominated by the Council, is satisfied that the employee is permanently medically unfit, by reason of illness or injury to continue in employment, the Council may retire the employee from service (refer to Clause 20 for associated sick leave benefits).

#### 5.12 Uniforms and Clothing

- (a) Where Council requires an employee to wear a uniform during the course of employment, the Council shall pay the cost of such a uniform.
- (b) In any case where an employee is engaged in any employment, the conduct of which, in the opinion of Council, is likely to cause abnormal wear or damage to the employee's personal clothing, the Council shall provide and pay the cost of protective clothing. The style, nature, quality and quantity of such clothing shall be determined by the Council.
- (c) Where Council has provided an employee with safety or protective clothing, including safety footwear, equipment or other articles, irrespective of whether or not such clothing, equipment or other articles were issued under the provisions of this clause, the employee shall wear or use them in such a way as to achieve the purpose for which they were supplied, which requirement shall be a condition of employment. In addition the employee shall replace or pay for any such clothing, equipment or other articles which, in the opinion of the Chief Executive Officer, are lost or damaged through the employee's misuse or negligence.
- (d) All employees will comply with safety regulations and wear all safety equipment or clothing issued by Council at all times and in accordance with the approved and stated policy of the Council's Occupational Health and Safety Committee.
- (e) Where an employee does not comply with the provisions of this clause, the non-compliance will be dealt with as follows:

the employee concerned will not be permitted to commence work, and will be sent home to collect the clothing. No pay will be provided for the period the employee is not at work.

If an employee persistently breaches the provisions of this clause, the employee will be subject to the disciplinary action in accordance with the relevant provisions of the Council's disciplinary policy.

**Clause 6. Hours of Work**

Note: For particular application of this clause see Wages Division Section 2 - clause 33 or Salaried Division Section 3 - Clause 41

6.1 Hours of work will be determined mutually between the parties under the following arrangements:

- (a) 38 hours per week Monday to Friday inclusive - 152 hours over a 4 week period; or
- (b) 36.25 hours per week Monday to Friday inclusive.

6.2 The above working hours options may be utilised in accordance with the following options as they apply to particular classifications.

- (a) Flexible Working Arrangements (Salaried Division only see Section 3 - clause 41)
- (b) 19 Day Month (See Appendix 5 for further information)

An average of 38 hours per week on the basis of 152 hours within a work cycle not exceeding 28 consecutive days, on 19 working days on week days of eight hours each continuously; or

an average of 36.25 hours on the basis of 145 hours within a work cycle not exceeding 28 consecutive days, on 19 working days on week days of 7.63 hours each continuously except for meal breaks at the discretion of Council, or as otherwise agreed between the parties.

- (c) 9 Day Fortnight (Salaried Division only see Section 3 - clause 41.2)

6.3 Spread of Hours

The ordinary spread of hours will be between 6.00 am and 8.00 pm Monday to Friday inclusive, exceptions to this are listed below. Note that the ordinary spread of hours can only be varied by agreement between the parties.

The exceptions are as follows:

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

Library Division; between 6.00 am and 9.00 pm

6.4 Shift Work and Penalty Rates

6.4.1 The ordinary daily working hours of a shift worker shall not exceed 76 hours per fortnight to be worked as rostered, Monday to Sunday inclusive, provided they will not be required to work:

- (a) more than 11 shifts in 14 consecutive days without payment of overtime (except for South Sydney City Employees transferred to the City of Sydney as a result of boundary changes or amalgamations prior to 8 May 2003) ; or
- (b) broken shifts.

6.4.2 Note: For further information on previous South Sydney City Council employees see Wages Division Section 2 - clause 36. Shift workers will be provided with an interval of at least 8 hours between the termination of any shift and the commencement of the next succeeding shift.

6.4.3 Clause 6.4.2 will not apply to former Municipality of South Sydney employees, transferred to the City of Sydney as a result of boundary changes or amalgamations prior to 8 May 2003, who shall be provided with an interval of at least 10 hours between the termination of any shift and the commencement of the next succeeding shift.

6.4.4 In order to meet the needs and requirements of the industry, the Council, by mutual agreement with the Union concerned, may introduce shift work and may transfer employees between shift and day work arrangements as needed to meet operational and customer service needs. This transfer is subject to:

- (a) an employee who is engaged on day work, and required by Council to transfer to shift work, will be paid an additional 50% penalty, or the appropriate shift penalty whichever is the greater, for all shifts worked in the first week after the transfer; and
- (b) in the event of a dispute as to the necessity to introduce such work, the dispute resolution procedures of this Award shall be implemented.

6.4.5 Council must give a rostered shift worker (other than a shift worker rostered for relief work) at least 48 hours clear notice of a change of roster arrangements. If such notice is not given, the employee will be paid an additional 100% penalty for the first shift worked on the altered roster.

6.4.6 Except in cases of emergency (to be determined by Council), starting and ceasing times of employees will not be altered without first giving 7 days notice to the relevant Union.

#### 6.4.7 Penalty Rates

The following shift penalty rates will be payable, note this clause is to be read in conjunction with clause 4 Definitions:

##### (a) Rotating Shifts

Morning shift	Monday to Friday inclusive	Ordinary rate + 15%
Afternoon shift	Monday to Friday inclusive	Ordinary rate + 15%
Night shift	Monday to Friday inclusive	Ordinary rate + 15%

##### (b) Permanent Shifts

Morning shift	Monday to Friday inclusive	Ordinary rate + 15%
Afternoon shift	Monday to Friday inclusive	Ordinary rate + 15%
Night shift	Monday to Friday inclusive	Ordinary rate + 30%

##### (c) Weekend and Public Holiday Shifts

Saturday shift	Ordinary rates + 50%
Sunday shift	Ordinary rates + 100%
Public Holiday shift	Ordinary rates + 100%

##### (d) Prescribed 32 Hour Week Shift Workers

Perm. Night shift	Monday-Friday inclusive	Ordinary rates +11.5%
Saturday shift	Ordinary rates + 25%	
Sunday shift	Ordinary rates + 75%	
Public Holiday shift	Ordinary rates + 100%	

#### 6.4.8 Payment of Shift Penalty Rates

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.

#### 6.4.9 Transfer between Shifts

- (a) Except as provided for in paragraph (b) of this sub-clause, an employee engaged on day work who is required, by Council, to transfer to shiftwork shall be paid for all morning,

afternoon and night shifts worked in the first week of transfer at the following penalty rates if transferred to a:

38 hour week roster - ordinary rates plus 50%.

32 hour week roster - ordinary rates plus 25%.

- (b) An employee engaged in day work, transferred to shiftwork at their own request, or as a result of having applied for and obtained a position involving shiftwork, shall not be entitled to additional payments described in this subclause.

## 6.5 Attendance

### 6.5.1 Notification of Absence

An employee, who does not report for duty on any day, for any reason, shall, as soon as practicable after normal starting time on that day, notify the Council or its authorised representative as to the reason for and prospective duration of their absence.

### 6.5.2 Absent Without Reasonable Cause

Where an employee is absent from duty without reasonable excuse, Council may make deductions from salary to recover the time lost.

### 6.5.3 Abandonment of Employment

Where an employee is absent from duty without permission for a continuous period of 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.

## 6.6 Voluntary work

The following work, performed at any time outside the ordinary hours of work, at the option and discretion of an employee engaged in or in connection with the supervision and control of children in a playground, shall be regarded as voluntary work and will not involve Council in the payment of additional salary, overtime or other payment prescribed in this Award:

- (a) accompanying or training children engaged in sporting activities;
- (b) accompanying children on swimming, camping or any other similar expeditions or outings;
- (c) attending social functions at any playground including voluntary attendance at evening clubs;
- (d) any such similar activities as may be agreed between Council and the employee.

## **Clause 7. Local Workplace Agreements**

- 7.1 The parties agree to review operations at the workplace level on an ongoing basis with the view to providing enhanced flexibility and efficiency.
- 7.2 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.
- 7.3 An LWA may be negotiated to provide for different conditions of employment than are provided for in the City's Industrial Agreements and Awards. As an example an LWA may change issues relating to: hours of work, shiftwork, overtime, on call, meal breaks, and allowance payments.

- 7.4 An LWA may provide for different conditions of employment where the following requirements have been complied with:
- employees are not disadvantaged when the LWA is viewed as a whole;
  - the majority of employees affected agree after taking all views into consideration, including the need to maintain effective working relationships;
  - the appropriate Union has been advised prior to commencement of discussions with the employees concerned;
  - the LWA is not contrary to any law or other Enterprise Agreement and does not jeopardise safety;
  - the hours of work cannot be altered so that they exceed the maximum number of ordinary hours allowed under the Industrial Relations Act;
  - the LWA will improve efficiency and/or customer service and/or job satisfaction.
- 7.5 LWA's will be productivity-based. Existing Award provisions will apply unless expressly varied by such an Agreement.
- 7.6 LWA's may provide for improvements in remuneration and/or conditions linked to productivity improvements.
- 7.7 LWA's will be by consent, between employees, the City and the relevant Union(s), where the parties shall 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.
- 7.8 All LWA'S that have been accepted as per subclause 7.7 will be registered with the NSW Industrial Relations Commission.

#### **Clause 8. Public Holidays**

##### 8.1 Prescribed Days

The following days shall be observed as holidays and will be paid at ordinary daily rates of pay under this Award:

New Years Day

Australia Day

Annual Picnic Day of the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (see clause 8.2 for other Unions)

Good Friday

Easter Monday

Anzac Day

Queen's Birthday

Labor Day

Christmas Day

Boxing Day

and other holidays proclaimed by New South Wales or Federal Governments.

8.2 In addition to the days provided for in subclause (1), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.

8.3 Annual Picnic Day

8.3.1 The Annual Picnic Day as advised by the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, will be the same day for all employees and other respondent unions.

8.3.2 Proof of attendance for the annual picnic may be required by Council for the payment for the day to be made (e.g. union listing, produce ticket butt).

8.4 Higher Duties

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

Note: For further information see Wages Division Section 2 - clause 38 or Salaried Division Section 3 - clause 45.

8.5 Absent Without Pay

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

8.6 Day Off

Where a public holiday falls on a 'day off' for a shift worker, or on a 'day off' Monday to Friday inclusive for an employee whose ordinary working hours include a Saturday or Sunday, the employee will be paid an ordinary days pay.

8.7 Accrued Public Holidays Days

A shift worker, or an employee whose ordinary working hours include a Saturday or Sunday, who is rostered to work and works an ordinary shift on a public holiday or is rostered off duty on a public holiday (except when on annual or long service leave) will be entitled to a days leave, or the hourly equivalent thereof. The accrual and taking of these days will be recorded and managed locally between supervisors and staff.

## **Clause 9. Overtime**

9.1 Requirement To Work Reasonable Overtime

Council 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.

9.2 Minimum break

9.2.1 Overtime will be arranged so that the employee has at least 10 consecutive hours off duty between the ordinary working hours of successive days.

9.2.2 If not on completion of such overtime the employee should be released off duty without loss of pay until he or she has had the 10 consecutive hours or alternatively, be paid at double ordinary rates per hour or part thereof until such time as the period of 10 consecutive hours is granted.



9.2.3 Where the day preceding the completion of overtime is not an ordinary working day, the employee will be deemed to have ceased duty on that day at what otherwise would have been the normal ceasing time.

### 9.3 Eligibility for Overtime

#### 9.3.1 Monday to Friday

Note: For further information on eligibility for Monday to Friday overtime see Wages Division Section 2 - clause 35 or Salaried Division Section 3 - clause 42.

#### 9.3.2 Saturday

Time and a half ordinary rates per hour or part thereof for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday will be paid at double time;

#### 9.3.3 Sunday

All overtime at double ordinary rates per hour or part thereof.

#### 9.3.4 Time Off In Lieu

Consistent with this clause, eligible employees 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.

### 9.4 Public Holidays

9.4.1 Double ordinary rate per hour or part thereof, in addition to the employee's full days pay for such holiday, where the time worked falls within the normal working hours were the day not a Public Holiday. Overtime worked outside these hours on a public holiday will be paid at treble ordinary rates.

9.4.2 Where the major portion of a period of overtime extends into a Sunday or a Public Holiday, the whole of that overtime period will be paid at the Sunday or Public Holiday overtime rates.

### 9.5 Continuous Overtime

Overtime worked, on any 1 day, whether in broken periods or otherwise will be regarded as continuous.

### 9.6 Call Back to Work

An employee who has ceased work and returned home, will, if required to resume and cease work before their next normal starting time, receive a minimum payment, inclusive of travelling time, equivalent to 4 hours work at appropriate overtime rates whether required to work for 4 hours or not.

### 9.7 Transport

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

### 9.8 Overtime For Shift Workers

9.8.1 Except as provided, all overtime worked by a shift worker, either before or after and in extension of their ordinary daily working hours, will be paid for as follows:-

(a) Monday to Saturday ( inclusive)

One and a half times the ordinary rate per hour or part thereof for the first 2 hours and double time thereafter. Provided that all overtime worked after 12 noon on Saturday will be double time.

(b) Sundays

All overtime at double time per hour or part thereof.

(c) Public Holidays

All overtime worked, as prescribed in this paragraph, on a Public Holiday will be paid at two and a half times the ordinary rate.

9.8.2 Overtime on a "Day Off"

A shift worker required to work overtime on a 'day off' under a roster system, or who has ceased 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 per hour or part thereof.

9.8.3 Ordinary Working Hours on a Public Holiday

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.

Note: For further information see Wages Division Section 2 - clause 35 or Salaried Division Section 3 - clause 42

### **Clause 10. Meal and Crib Breaks**

10.1 Meal and Crib Breaks

10.1.1 Ordinary Working Hours

- (a) Except as provided, the Council will grant an unpaid meal break of 45 minutes during ordinary daily working hours, to be taken as directed.
- (b) An employee will only be required to work continuously for more than 5 hours without a meal or crib break in cases of extreme emergency, and in these instances will be paid at double ordinary rates for all ordinary working time worked after the expiry of the 5 hour period until such break is granted, or until normal ceasing time whichever is the earlier.
- (c) 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 15 minutes duration before 9.00 am, to count as ordinary time worked, and taken as directed.

Note: For further information see Wages Division Section 2 - clause 37 or Salaried Division Section 3 - clause 43

10.1.2 Shiftwork

- (a) An employee on continuous work, will be granted a crib break of 30 minutes per shift and an employee on shift work other than continuous work, will be granted a crib break of similar duration in each morning, afternoon, night, Saturday, Sunday and holiday shift exceeding 5 hours duration.
- (b) 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 upon which the employee is engaged.

### 10.1.3 Overtime

- (a) An employee directed to work a period of overtime which adjoins the employee's ordinary working time and extends for 2 hours or more, will be granted a crib break of twenty minutes each 2 hours of such overtime, to be taken as directed, and paid at the overtime rate applicable.
- (b) Overtime worked before and after normal ceasing 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.
- (c) An employee directed to work overtime which commences and ceases outside ordinary working hours, or falls on any day which is not an ordinary working day, will be granted a crib break of 20 minutes upon the completion of each four hours of such overtime, which if the employee is required to continue working after such crib break, will be paid for at the overtime rate applicable.
- (d) Council may direct any employee who becomes entitled to more than 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 hours without a crib break.
- (e) In the case where the needs and requirements of the work so permit, the Council, 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 1 hour to be taken as directed by Council. If the employee takes such a break then Council shall not be liable for any time taken in excess of 20 minutes, nor shall such excess time count as time worked.
- (f) Except as provided above, in the calculation of overtime crib breaks shall be treated as part of the time worked.

## **Clause 11. Occupational Health and Safety in the Workplace**

### 11.1 Occupational Health & Safety

- 11.1.1 The parties to this Award endorse an on-going commitment to the provision of a safe and healthy work environment, and will continue to work cooperatively through the Occupational Health and Safety (OH&S) Committee and other workplace consultative committees.
- 11.1.2 Council will continue to address hazards in the workplace through the implementation of an OH&S plan, which will identify, assess and control workplace hazards through consultation with employees and management.
- 11.1.3 Council will provide 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. Employees will carry out their work in accordance with safe systems of work as stipulated by their manager and Council Occupational Health and Safety policies and procedures.
- 11.1.4 Council and all employees will comply with Occupational Health and Safety legislation, codes of practice, Australian Standards and Council policies and procedures to ensure a safe and healthy workplace.
- 11.1.5 The parties to this Award are committed to resolving disputes over occupational health and safety in accordance with the disputes settlement procedures (Section 1 - clause 28) of this Award.

## 11.2 Rehabilitation

11.2.1 Council will provide and resource a workplace based rehabilitation program and Rehabilitation Coordinator in accordance with statutory requirements.

11.2.2 Council's Rehabilitation Program will ensure that rehabilitation commences 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.

11.2.3 Employees are required to formally notify Council of any injury or illness as soon as possible and must provide accurate information regarding their illness or injury. Employees must attend any medical or rehabilitation assessments and are required to cooperate with Council to facilitate the achievement of rehabilitation objectives for both themselves and their co-workers.

## 11.3 First Aid Officers

Council must ensure that sufficient First Aid Officers are nominated in each work area to cover all shift and variable working arrangements.

### **Clause 12. Workplace Change and Redundancy**

#### 12.1 Council's Duty to Notify

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

#### 12.2 Council's Duty to Discuss Change

- (a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses 1(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and \ or their union in relation to the changes and may reconsider its original decision.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the council to make the changes referred to in sub-clause 1(a) and (b) of this clause.
- (c) For the purposes of the discussion, the council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

#### 12.3 Discussion Before Termination

- (a) Where a council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause 1(a) and (b) of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.

- (b) The discussion shall take place as soon as it is practicable after the council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.
- (c) For the purposes of the discussion, the council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be affected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

#### 12.4 Notice to Centrelink

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

#### 12.5 Notice of Termination

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

#### 12.6 Severance Pay

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

COMPLETED YEARS OF SERVICE WITH COUNCIL	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 beyond	34 weeks pay

- 12.7 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 council's employment until the expiry of the notice period.
- 12.8 During a period of notice of termination given by the council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the council the employee shall provide proof of attendance at an interview.
- 12.9 If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- 12.10 The council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- 12.11 The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- 12.12 In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- 12.13 Nothing in this Award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this award.
- 12.14 Subject to an application by the Council and further order of the Industrial Relations Commission of New South Wales, Council may pay a lesser amount (or no amount of severance pay than that contained on subclause (5) above if the council obtains acceptable alternative employment for an employee.
- 12.15 Nothing in this clause shall restrict an employee with ten years service or more and Council from agreeing to further severance payments.

### **Clause 13. Anti-Discrimination**

- 13.1 It is the intention of the parties to this Award to seek to achieve the object in Chapter 1 Section 3 (f) of the *Industrial Relations Act 1996* 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 and responsibilities as a carer.

Note: Paragraph 13.2 only applies where the agreement contains a dispute resolution procedure.

- 13.2 It follows that 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 effect. 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.
- 13.3 Under the *Anti-Discrimination Act 1977*, 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.
- 13.4 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*;
  - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 13.5 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.

#### **Clause 14. Competitive Tendering**

- 14.1 Competitive tendering is the calling of tenders by Council for the provision of services that are currently being performed by Council employees where Council's in-house service unit submits a bid as well as external contractors. Council then makes its decision based on the tender bids about who will provide the service.
- 14.2 Prior to making a decision to competitively tender a service, Council shall notify and consult with the relevant union(s) which may have members likely to be affected by the decision.
- 14.3 Where the Council makes a definite decision to competitively tender a service, Council shall notify the employees who will be affected by the proposed tender of such services and the Union(s) to which they belong.
- 14.4 Council shall discuss the competitive tendering process with the affected employees and union(s) and give consideration to matters raised by employees and union(s) to which they belong.
- 14.5 Discussions between Council and the affected employees and the relevant union(s) shall commence as early as practicable after a definite decision has been made to competitively tender a service.
- 14.6 For the purpose of the discussion Council shall 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 employees, a process for the formulation of an in-house bid and any other matters likely to affect the employees.
- 14.7 Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms shall be entered into.

### **PART THREE - ALLOWANCES**

#### **Clause 15. Higher Duties Allowance**

- 15.1 An employee required to perform the duties of a position at a salary rate higher than the employee's substantive position, 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).
- 15.2 Permanent Appointment and Higher Grade Duties Acting

Except in cases where the higher grade is vacant because of Sick Leave, Long Service Leave, or approved leave without pay, Council, in any case where an employee has been required to act in a vacant position in a higher salary band for a period of 3 months, will take the necessary steps to make a permanent appointment to such position.

Note: For further information see Wages Division Section 2 - clause 38 or Salaried Division Section 3 - clause 45

**Clause 16. Meal Allowance**

16.1 An employee required to work a continuous period of overtime will be paid a meal allowance as follows:-

(a) Overtime in continuance of ordinary working hours:

\$6.70 on completion of 2 hours;

a further \$6.70 on completion of 4 hours; and

a further \$6.70 on completion of each 4 hours thereafter.

(b) Overtime which commences and terminates outside ordinary working hours:

\$6.70 on completion of 4 hours; and

a further \$6.70 on completion of each 4 hours thereafter.

16.2 An employee required to work overtime in connection with a meeting of the Council or a Committee of the Council beyond 5.45 pm on any day, Monday to Friday inclusive, will be paid a meal allowance of \$6.70 but will not be entitled to a further meal allowance until the completion of four hours overtime.

16.3 Continuity of Overtime

For the purposes of this clause:-

(a) a crib break or a meal break is not an interruption to the continuity of overtime.

(b) overtime worked before and after normal starting and ceasing time in extension of ordinary working hours will not be regarded as continuous.

Note: For further information see Wages Division Section 2 - clause 35 or Salaried Division Section 3 - clause 42

**Clause 17. General Allowances**

17.1 Annualisation of General Allowances and Conditions Money

By agreement of the majority of employees in a designated work group, general allowances and conditions money may be annualised into rates of pay. Those allowances are detailed in this Clause and in Appendix 3 to this Award, as previously provided for in:

industrial agreements; and

Clause 9 of the previous Council of the City of Sydney (Wages Division - Wages and Conditions) Award; and

Clause 10 of the previous Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award;

as they apply to the workplace and work practices at the time of implementation of this Award.



## 17.2 On-Call Allowance

An employee on call is required to be available for emergency and/or breakdown work at all times, outside the employee's ordinary working hours, with the following conditions:-

- (a) when on call the employee is required, upon receiving a call out, to proceed directly to and from the job;
- (b) 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;
- (c) an employee on call will not be required to be constantly available beyond a period of 4 weeks where other employees are available. Where other employees are not available, the employee concerned will have at least 1 weekend (2 consecutive days) off duty in each period of 4 weeks, without reduction of the allowance paid;
- (d) a call out is that period from the time the employee receives a call(s), to the time the employee ceases 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;
- (e) on call shall not include periods of pre-arranged overtime;
- (f) an employee required to work during the 8 hours immediately preceding their usual starting time, may defer the starting time by a period up to the actual time worked;
- (g) the payment of this allowance will be calculated on a daily basis. Where the on-call requirement covers more than 1 day the majority of the day on which the call out occurs will form the basis for payment.
- (h) the on call allowance will be \$6.70 per day Monday to Friday, and \$13.40 on Saturday, Sunday and Public Holidays;
- (i) in addition to the prescribed allowance, the employee will be paid double ordinary rates for the time required to complete each call-out, with a minimum of 1 hour for each call out;
- (j) 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 subclause;
- (k) 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 effected, may have serious consequences for Council'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;
- (l) the employee will be granted an additional day's annual leave for each public holiday required to be on call.
- (m) allowances paid under this clause shall continue to be paid to the employee during periods of annual leave, long service leave sick leave and worker's compensation, on the basis of the employee's usual payment, provided that the employee has been on call either constantly or on a roster for a period of at least 1 month prior to such leave occurring.

### 17.3 Travelling Allowance for Official Business

17.3.1 An employee required to travel inter or intra state for official business shall be entitled to the provisions of the Council's travel policy. This will include the following provisions:

- (a) transport from place of residence to place of embarkation at either end of the journey; and
- (b) the stated allowance to cover overnight accommodation, meals and incidental expenses as provided for by the travel policy.

17.3.2 Where an employee is required to work overtime while being paid this allowance the meal allowance provisions at clause 10 will not apply.

### 17.4 Community Language & Signing Work Allowance

17.4.1 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 shall be paid an allowance of \$14.66 per week, which shall be a flat-rate allowance (i.e. not paid for all purposes).

17.4.2 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.

17.4.3 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 Chief Executive Officer directly (i.e. non-delegable) on the recommendation of the Director Workforce and Organisational Development.

## **Clause 18. Travelling Time and Expenses**

18.1 The provisions of this clause apply to all persons employed by the Council except those employed in the previous classifications, grades and levels of Refuse Collection and Disposal Group, whose ordinary rates of pay include a monetary sum in lieu of these benefits.

18.2 Time occupied in travelling in accordance with this clause, will be paid at the following rates:

Monday to Friday inclusive, except Public Holidays - ordinary rates

Saturdays, Sundays and Public Holidays - time and a half ordinary rates

18.3 Travelling expenses reasonably and necessarily incurred in such travelling will be reimbursed, based on expenses which are or would be incurred in travelling by normal means of public transport.

18.4 Council is not liable for travelling time in excess of three hours at the appropriate rate, or travelling expenses in excess of \$12.00 on any day.

18.5 Travelling expense rates will be adjusted (up to the nearest ten cents) in line with variations to metropolitan public transport ticket prices.

18.6 An employee required, for the purposes of ordinary working hours, to travel between abode 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.

18.7 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 6 months only.

- 18.8 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 6 months only.
- 18.9 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 FOUR - LEAVE PROVISIONS**

##### **Clause 19. Annual Holidays**

###### 19.1 Four weeks annual holiday

An employee is entitled, at the end of each year of service, to 4 ordinary working weeks annual holiday, or the hourly equivalent thereof, exclusive of public holidays, observed on an ordinary working day, or during the period of annual holiday in the case of a shift worker or an employee whose ordinary working hours include a Saturday or Sunday.

- 19.2 The annual holiday should be given and taken by agreement between the employee and their supervisor in one consecutive period, or in as close to one consecutive period, in order to complete weeks of the work cycle.. Periods of annual leave of less than 1 full working week may be approved, but will not exceed a total of five ordinary working days in any one service year.

- 19.3 By agreement, periods of annual holiday may be taken wholly or partly in advance.

- 19.4 Where any period of annual holiday has been taken before the right to the annual holiday has accrued, the right to a further annual holiday will not start to accrue until after the expiration of the year of service in respect of which the annual holiday, or part thereof, has been taken.

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

- 19.6 Where a public holiday occurs during any period of annual holidays taken by an employee, the annual holiday period shall be increased by 1 ordinary working day, or for shift workers the next succeeding shift.

###### 19.7 Pay in advance for annual holidays

The employee may elect to be paid in advance, provided that the minimum period of annual holiday that will be paid in advance is 1 whole pay period.

- 19.8 If the employee has received higher position or extra duties allowance for at least 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 shall be paid for the period of annual holiday at the salary or wage applicable to the higher position or extra duties.

###### 19.9 Annual Leave Loading

Annual leave loading shall be paid as a component of ordinary salary for employees and is reflected in the rates of pay detailed at Appendix 1. (see Wages Division - Section 2 clause 39)

###### 19.10 Payment of Annual Leave on Termination

- 19.10.1 Where an employee with 1 year or more of service is retrenched, resigns, retires or has their services terminated for any reason, or dies, the employee will be paid:-

- (a) the monetary equivalent of any annual holiday accrued but not taken calculated at the rate of salary attaching to the employee's specified position at the date of termination of service;
- (b) for any period of service after the due date of the last annual holiday - one-twelfth of the salary for each week or day, with a maximum not exceeding the monetary equivalent of 4 ordinary weeks pay.

19.10.2 Where an employee with less than a year of service is retrenched, resigns, retires, has their services terminated for any reason, or dies, they will be paid one-twelfth of the rate of salary attaching to the employee's specified position at the date of termination of service for each week of such service and proportionately for part of a week, up to a maximum of the monetary equivalent of 4 weeks pay.

#### 19.11 Notice to Take Annual Leave

Council may roster the taking of annual holidays to meet operational and customer service needs, provided that the holiday must be taken within twelve months of the date upon which the right to such holiday accrues unless Council and employee otherwise agree.

19.12 Council will give the employee at least 14 days notice of the date upon which the employee's right to any annual holiday accrues and, where the Council rosters the taking of an annual holiday, give at least 2 months notice of the date the annual holiday is to be taken.

19.13 The annual holiday shall be given by Council, and shall be taken by the employee within 12 months of the date the holiday accrues. This leave may be postponed, by mutual agreement, for up to 22 months of service from the date of accrual in any case where circumstances render such postponement desirable or necessary.

#### 19.14 Leave With Pay for Commonwealth or State Sporting Representation

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

### Clause 20. Sick Leave

#### 20.1 Employees who are unable to work due to:

- (a) illness or injury (except injury covered by Worker's Compensation) ; or
- (b) a visit to a qualified medical practitioner to obtain advice or treatment; or
- (c) restrictions imposed by Commonwealth or State Law in respect of contact with a person suffering from an infectious disease;

shall be entitled to the following cumulative sick leave provisions.

The entitlement to sick leave used as family leave shall be in accordance with Clause 19 - Family Leave Care provisions of this Award.

Required Length Of Service	Entitlement
On commencement of employment	2 days
On completion of the first 12 weeks of service	1 day
On completion of the first 16 weeks of service	1 day
On completion of the first 20 weeks of service	1 day
On completion of the first 24 weeks of service (therefore, after 24 weeks service there is a maximum entitlement of 6 days)	1 day

On completion of the first year of service	15 days
On completion of each year of service thereafter	15 days
Provided that for the fifth and each subsequent year of service completed on or after 1/1/82, the employee shall credit the employee with 18 days sick leave with pay,	18 days
Further provided that in respect of employees of the former Municipality of South Sydney as at 31 December 1981, the rate of credit shall be 18 days for the 5th and each subsequent year of service completed on or after 1 January 1969.	18 days

20.2 The above entitlements are subject to the following conditions:

- (a) sick leave entitlements shall be cumulative from year to year so that any balance of leave not taken in any one year may be taken in subsequent years; and
- (b) Council shall be satisfied that the illness or injury is such that it justifies the time off work; and
- (c) an employee, who is not an In-Patient in a hospital, shall provide Council with a medical certificate of illness at intervals of no greater than 7 days; and
- (d) the illness or injury does not arise from engaging in professional (fee/monetary gain) sport activities; and
- (e) proof of illness shall include appropriate certification from a qualified medical practitioner dated no later than the 3rd day of the employee's illness or injury; and
- (f) a medical practitioner's certificate shall be provided where an employee's period of absence is in excess of 2 ordinary working days or after 3 unsupported periods of absence each not exceeding 2 days; and
- (g) the certification from the medical practitioner shall clearly state the:
  - (i) name of the employee;
  - (ii) date of the first consultation with the medical practitioner;
  - (iii) period for which the employee is unfit for work; and
  - (iv) signature and qualification of the person issuing the certification.

20.3 Notification of Absence

An employee, who does not report for duty on any day for any reason, shall, as soon as practicable after normal starting time on that day, notify the Council or its authorised representative as to the reason for and prospective duration of their absence. This clause should be read in conjunction with clause 6.5 (Hours of Work-Attendance).

20.4 Council Assessment

Council, at any time, may require employees to attend a qualified medical practitioner nominated by Council at Council's cost to assess the employee's fitness for work. The City will arrange medical assessment services at Campbelltown, Liverpool, Parramatta, Wollongong, Gosford, Penrith and the City for the convenience of the employee for the purpose of this sub-clause.

20.5 Public Holidays shall not be counted as sick leave as provided for in this clause.

20.6 Where an employee is on annual or long service leave and produces appropriate medical certification of illness or injury that has led to their confinement for a period of at least 7 consecutive days shall, if the employee elects, be granted additional annual or long service leave with pay equivalent to the period of confinement (subject to a time convenient to Council).

20.7 Where an employee is receiving a higher grade duties allowance and has been in receipt of the allowance for a period of 3 months or more the employee shall be entitled to the higher rate of pay while on sick leave for a maximum period of 20 days.

20.8 In the event of an employee disputing the certificate of Council's nominated medical representative under the provisions of this clause, a duly qualified medical practitioner shall be sought as a referee. The medical practitioner shall be agreed upon by the Chief Executive Officer of Council and the Secretary of the relevant Industrial Organisation. The certificate of the referee medical practitioner shall be accepted by all parties as final and conclusive as to the matter in dispute. Fees for the referee:

shall be paid by Council if the decision of the medical referee is in favour of the employee; or

shall be paid by the employee if the decision is against them.

20.9 Payment of Accrued Sick Leave Provisions on Termination

20.9.1 Medical Retirement

In any case where the Council, after having had an employee examined by two qualified medical practitioners, one of whom shall be a specialist and the other such medical practitioner as may be nominated by the Council, is satisfied that the employee is permanently medically unfit, by reason of illness or injury to continue in employment, the Council may, subject to the provisions of the Local Government Act as amended retire the said employee from service; provided that in any case where the Council desires to retire an employee before the employee has exhausted their sick leave with pay, the Council shall pay to the employee for all accrued sick leave with pay to which the employee would be entitled to, but not exceeding:

(a) for those employees in the employ of the Council as at 11 February 1980, a maximum of:

2,394 hours in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

2,283.75 hours in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle;

in all, which shall include such sick leave taken immediately preceding the date of retirement; and

(b) for those employees employed on and after 12 February 1980 and prior to 14 February 1993, a maximum of:

1,976 hours in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

1,885 hours in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle,

in all, which shall include such sick leave taken immediately preceding the date of retirement.

(c) 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 upon which the employee normally would be required to terminate their service with the Council; whichever of (a) or (b) is the lesser, provided further, that where the employee is satisfied to accept the opinion of such medical representative of the Council, the Council shall not be obliged to refer the employee to a specialist.

### 20.9.2 Retirement

In the case of an employee who agrees to accept retirement:

other than in terms of this clause; and

has reached an age of fifty-eight years (58); or

the retirement age specified from time to time in the *State Authorities Superannuation Act 1987*;

the employee shall be paid the monetary value of all accumulated untaken sick leave standing to their credit (i.e. that accrued prior to 14 February 1993 in accordance with the *Industrial Relations Act 1996*), at the date of such retirement subject to such payment not exceeding a maximum entitlement of:

(a) 1,976 hours untaken sick leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

(b) 1,885 hours untaken sick leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle;

which shall include any such sick leave paid immediately preceding retirement; and

(a) 1,976 hours untaken sick leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

(b) 1,885 hours untaken sick leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle.

### 20.9.3 Death

In the case of an employee who dies, Council shall make payments in terms of Clause 26 - Payments to Dependents of Deceased Employee - of the monetary value of all accumulated untaken sick leave to which the deceased would have been entitled in terms of this clause (i.e. that accrued prior to 14 February 1993 in accordance with the *Industrial Relations Act 1996*), and standing to the credit of the deceased at the date of death, subject to such payment not exceeding a maximum entitlement of -

(a) 1,976 hours untaken sick leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

(b) 1,885 hours untaken sick leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle,

which shall include any such sick leave paid immediately preceding death; and

(a) 1,976 hours untaken sick leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

(b) 1,885 hours untaken sick leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle.

## **Clause 21. Personal Carer's Leave**

21.1 Personal Carer's leave is available to:

(a) provide care and support for 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 clause 21 is available to full time and part time staff - but not casual staff.

- 21.2 The entitlement to use leave in accordance with this clause 21 is subject to the employee being responsible for the care and support of the Person Concerned.

For the purposes of this clause 21 and clause 21A, a 'Person Concerned' refers to a person who needs the employee's care and support and is:

- (a) a spouse of the employee; or
- (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; or
- (c) a child or an adult child (including an adopted child, step child, 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; or
- (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.

- 21.3 An employee, other than a casual or other employee whom receives a loading in lieu of sick leave, with responsibilities in relation to a person who needs their care and support shall 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.
- 21.4 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under clause 21.2 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.
- 21.5 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 clause 21.4 above.
- 21.6 The employee shall, 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.
- 21.7 The employee shall, wherever practicable, give the Council notice prior to the 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 shall notify the Council by telephone of such absence at the first opportunity on the day of absence.
- 21.8 In normal circumstances, the employee must not take leave under this clause where another person has taken leave to care for the same person.



21.9 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 clause 26.2

21.10 Personal carers entitlements for casual staff:

- (a) Subject to the evidentiary and notice requirements in clauses 21.6 to 21.9, 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 clause 21.2) 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 shall 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) 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.

**Clause 21A. Flexible Work Practice Alternative to Personal Carer's Leave**

21A.1 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 shall 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 21A.1(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with clause 21A.1(a) the employee shall be paid overtime rates in accordance with the relevant industrial instrument.

21A.2 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.

**Clause 22. Parental Leave**

- 22.1 Parental Leave will be interpreted consistent with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* as amended and the (NSW) Family Provisions Case 2005.
- 22.2 Parental Leave includes maternity leave, paternity or partner leave or adoption leave.
- 22.3 An employee is only entitled to parental leave if the employee has had at least 12 months continuous service.
- 22.4 Parents cannot take parental leave at the same time except periods of short paternity or partner leave or periods of short adoption leave.
- 22.5 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.
- 22.6 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 or Partner 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 Clause 22.4); 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:
    - (i) If applicable, the period of any maternity leave sought or taken by the employee's spouse or partner, and
    - (ii) That the employee is seeking that period of extended paternity or partner leave to become the primary care-giver of their child
- 22.7 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 shall be entitled to:
    - 18 weeks full pay; or
    - 36 weeks half pay from the date maternity leave commences;
  - (b) To be entitled to this benefit, the employee will be required to sign a commitment of their intent to continue their employment with Council for a minimum 12 months on returning from paid maternity leave.

- (c) The employee will provide at least 10 weeks written notice of the intention to take leave.
- (d) Other arrangements for maternity leave shall be in accordance with the Council's Parental Leave Policy.

#### 22.8 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:

an unbroken period of up to 3 weeks unpaid leave at the time of the placement of the child with the employee (short leave in accordance with Clause 22.4); and a further unbroken period in order to be the primary care-giver of the child

An employee, entitled to adoption leave, who adopts a child under the age of 5 years shall be entitled to:

18 weeks full pay; or

36 weeks half pay

in order to be the primary care-giver

- (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 care-giver of their child
- (c) For the purposes of this Clause, spouse includes a defacto spouse.

#### 22.9 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.

#### 22.10 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;
    - (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 shall 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 Council's decision made under 22.10(a)(ii) and 22.10(a)(iii) must be recorded in writing.
- (d) Request to return to work part-time

Where an employee wishes to make a request under 22.10(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.

#### 22.11 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:
  - (i) 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
  - (ii) 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 shall 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 shall 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.

### **Clause 23. Bereavement Leave**

23.1 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 shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include;

- (a) a spouse of the employee; or
- (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; or
- (c) a child or an adult child (including an adopted child, step child, 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; or
- (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.

23.2 Bereavement leave shall be taken within a reasonable period as soon as practicable from the date of the death of the individual.

23.3 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).

23.4 Bereavement Entitlements for Casual Employees

23.4.1 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 23.1 paragraphs (a) to (e) above.

23.4.2 Council and the employee shall 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.

23.4.3 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.

#### **Clause. 24. Long Service Leave**

24.1 Long service leave accrues after 5 years of service, and will be applied in accordance with the *Long Service Leave Act 1955* as amended, and the following provisions applicable under this award:

All at ordinary rates of pay		
Length of Service	Prior to 22/8/83	Since 22/8/83
After 5 years of services	NA	6.5 weeks
After 10 years service	13 weeks	13 weeks
After 15 years service	19.5 weeks	21.5 weeks
After 20 years service	30.5 weeks	35 weeks
For every further completed period of 5 years services	11 weeks	13 weeks

24.2 Long service leave shall accrue in accordance with the above table and proportionately for each completed month of service.

24.3 Employees and Council should take account of operational and business needs when scheduling long service leave, but in any event must give at least 4 weeks notice of their intention in regard to the taking of Long Service Leave.

24.4 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 shall be deemed to be service with the City of Sydney.

24.5 Continuity of service shall be deemed not to have been broken by transfer or change of employment from another council to the City of Sydney provided the period between cessation of service with the former council and appointment to the City of Sydney does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during

the period of paid leave between the cessation of service with the former council and appointment to the service of the City of Sydney.

- 24.6 When an employee transfers from another council to the City of Sydney, the long service leave entitlement accrued by the employee may be transferred to the City of Sydney, provided the monetary equivalent of long service leave is paid directly to the City of Sydney by the other council at the time of transfer.
- 24.7 An employee transferring long service leave entitlements in accordance with subclause 24.6 of this clause must first complete 3 years service with the City of Sydney before being eligible to claim long service under the terms of subclause 24.1 of this clause.
- 24.8 Long service leave shall be taken in periods of not less than 1 week.

#### **Clause 25. Accident Pay**

- 25.1 An employee shall be 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 Council under the *Workers' Compensation Act 1987*.
- 25.2 The period for which an employee shall be entitled to payment of accident pay in respect of each particular injury or accident giving right to the payment of compensation shall be 6 months from the expiration of full compensation under the conditions of the *Workers' Compensation Act 1987*. An employee will also be entitled to a further period of 1 weeks accident pay for each completed year of service as at the date of injury or accident.
- 25.3 Accident pay shall be the sum equal to the difference between the amount of compensation to which the employee is entitled to under the *Workers' Compensation Act 1987*, and the rate of salary attaching to the employee's specified position.
- 25.4 To obtain accident pay, an employee shall present themselves, at their own expense, as soon as they are physically capable of doing so and at other times as directed for examination by a Council appointed medical practitioner, or by a medical practitioner at their place of residence or hospital, as the case may be.
- 25.5 The Council may refuse to grant accident pay prior to the date upon which an employee presents themselves for examination by the medical practitioner of Council in any case where the employee, being physically capable of doing so, fails to comply with the provisions of Clause 25.4.
- 25.6 Where an employee has exhausted their rights under this Clause, the employee may elect to take sick leave with pay, equivalent to the accident pay that would otherwise be payable under the provisions of this Clause. If the employee elects to use the sick leave provisions of this Clause, the sick leave shall be debited against the employee's entitlements as provided by Clause 17.
- 25.7 Refund of Sick Leave and Accident Leave
- 25.7.1 Where an employee has been paid sick leave or accident pay, where their incapacity for work has resulted from an injury sustained under circumstances creating a legal liability for damages in some person other than the Council, and the employee recovers the damages in respect of the injury, the employee shall refund to Council the amount of sick leave and accident pay paid by Council.
- 25.7.2 This provision only applies if the damages recovered by the employee are reduced in accordance with the provisions of subsection (1) of Section 10 of the *Law Reform (Miscellaneous Provisions) Act 1965*, as amended by the Administration of Justice Act 1968, the amount of sick leave or accident pay to be refunded to the Council shall be reduced to the same extent as the damages recovered by the employee.

**PART FIVE - SERVICE AND PAYMENTS ON TERMINATION****Clause. 26. Payment to Dependants of Deceased Employee**

- 26.1 Where the service of an employee is terminated by death, the Council shall pay any monies due in respect of annual holiday and/or long service leave and/or untaken sick leave to -
- (a) the widow or widower of the deceased employee, or where the deceased employee does not leave a widow or widower, to the children by marriage or adoption of the deceased employee in equal shares; or
  - (b) to the personal legal representative of the estate of the deceased employee where such deceased employee does not leave a widow or widower or does not leave children by marriage or adoption.
- 26.2 Where the person to whom payment is to be made is a child of the deceased employee who has not attained the age of 18 years, or an adult but who is in the opinion of the Council incapable of providing a proper acquittance, the Council shall pay the whole or share of the amount involved to the legal personal representative of the deceased employee on behalf of such child or adult.
- 26.3 Where payment of the monetary value of an annual holiday and/or long service leave and/or untaken sick leave or any proportion thereof has been made, no action may be brought against Council for the payment of any amount of such annual holiday and/or such long service leave and/or such untaken sick leave.

**Clause 27. Calculation of Service**

- 27.1 In calculating service with the Council, the following periods shall be taken into account:-
- (a) leave with pay approved by Council
  - (b) periods of absence without pay approved by Council and not exceeding 1 ordinary working week
  - (c) periods of annual holiday, long service leave, sick leave with pay or incapacity for work covered by the Workers' Compensation Act 1987 as amended
  - (d) previous periods of service which were not terminated by resignation or dismissal
  - (e) 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.
- 27.2 Leave Without Pay & Service Provisions

Periods of leave without pay approved by the Council as Sick Leave / Accident Pay, not exceeding the periods set out in this subclause, shall be counted as service for all purposes of this Award.

Where the service factor of the employee at the onset of incapacity is:-	The maximum periods of leave without pay to count as service shall be:-
Less than 1 year	4 weeks
1 year but less than 5 years	8 weeks
5 years or more	12 weeks

- 27.3 Provided that where the incapacity of the employee is due to war-caused disabilities accepted by the Department of Veterans' Affairs, then the employee shall be entitled to have counted as service, for the aforesaid purposes and in addition to the aforesaid periods, an additional week in respect of each year of the employee's service as at the date of onset of the incapacity.

**PART SIX - OTHER MATTERS****Clause 28. Dispute Settlement Procedures**

28.1 The following procedures are designed to assist management and employees to prevent or settle 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.

28.2 Whilst not seeking to preclude or affect the rights of any party to an industrial dispute from proceeding under the provisions of the New South Wales Industrial Relations Act 1996, or any Act replacing it, or to affect any obligation under an Act, the following procedures for settlement of grievances, complaints or disputes at the workplace shall be followed:-

28.3 Procedures to Resolve Workplace Grievances, Complaints or Disputes

At all stages, work shall be performed as directed by the Council or its authorised representatives without interruption or the imposition of any bans or limitations, and in accordance with the provisions of this Award and relevant staff policies to enable an opportunity for the matter concerned to be resolved by negotiation in accordance with the following procedures.

**Step 1**

If there arises any grievance, complaint or dispute at the workplace, in the first instance the employee(s) must discuss the matter with their immediate supervisor.

**Step 2**

If the matter is not resolved immediately the Executive member concerned and the Director Workforce and Organisational Development shall be advised at this stage by the supervisor or a more senior employee.

**Step 3**

If the matter is not resolved immediately, the Union Delegate concerned shall discuss any matter affecting the employee(s) she/he represents with the employee's supervisor when requested by the employee or the supervisor.

**Step 4**

If the matter is still not resolved, the Executive member / Director Workforce and Organisational Development shall notify the appropriate union official(s) of the matter concerned and shall arrange a conference of the parties concerned or affected.

28.4 To Assist the Expeditious Resolution Of Disputes

Procedures to be followed regarding matters of urgency raised at an organised meeting of the Unions are listed below:

**Step 1**

The Director Workforce and Organisational Development shall be informed by an official of the appropriate union(s) involved of the existence of the dispute.

**Step 2**

The Director Workforce and Organisational Development shall then inform the Executive member concerned, and if need be, the Chief Executive Officer.



### Step 3

If the matter should still remain unresolved, then the Director Workforce and Organisational Development shall arrange a conference of the parties concerned or affected.

#### 28.5 Direct Negotiations

Nothing contained in these procedures 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).

#### 28.6 Industrial Relations Commission of New South Wales Assistance

At any stage of these proceedings, any Union(s) or Council may seek the assistance of the Industrial Relations Commission of New South Wales. However, it is preferable that reasonable endeavours be made to resolve the matter in accordance with these procedures before seeking the assistance of the Industrial Relations Commission.

#### 28.7 Principles for the Resolution of Disputes Concerning the Preservation of Entitlements

- (a) In resolving any dispute under the process set out in clause 28.3 or 28.4 which concerns the interpretation of this Award, the parties will ensure that, as far as practicable, the pre-existing entitlements of employees shall be preserved.
- (b) Upon the parties determining that the pre-existing entitlements of employees have not been included in this consolidated Award or that pre-existing entitlements have been inadvertently varied by this Award, the parties or either party will apply to the Industrial Relations Commission of New South Wales to have the Award varied to ensure the preservation of entitlements.

### **Clause 29. Delegates Rights**

- 29.1 The following delegates' rights provisions are the procedures to be applied in relation to Union delegates. Adherence to these procedures is essential to ensure the maintenance of a cohesive and cooperative working environment.
- 29.2 An employee elected as a Union delegate will, upon written notification by the Union to the Council, be recognised as the accredited representative of the Union to which the employee belongs in the defined area so elected, and will be allowed all reasonable time during working hours to submit to the Council or authorised representative, matters affecting the employees they represent. Such representations should be arranged for times, which are convenient to both parties.
- 29.3 Before delegates move away from their immediate work location to commence work on Union business, they must first notify their supervisor. Similarly, where delegates wish to meet with Council's representatives, which will take them away from their immediate work location, they should first contact their supervisor before making such arrangement.
- 29.4 For the purposes of (29.2) above, delegates must provide their supervisor, information regarding the reason for their departure and the estimated time of absence, prior to leaving the immediate work location on Union business. Similarly, and immediately upon return of a delegate from Union business, the delegate will notify the supervisor.
- 29.5 Failure of a delegate to meet the provisions of (29.2) and/or (29.3) above, could result in the employee concerned forfeiting the right to pay for the period of such absence. In such cases and before authorising any deduction, the matter must be referred to the Workforce Services Division.

- 29.6 Supervisors will not unreasonably withhold permission for delegates to attend to bona fide Union matters or issues affecting the legitimate industrial interests of members who they are elected to represent.
- 29.7 In the same spirit, accredited delegates should observe the above procedures and recognise the need to balance their absence from the job on union business with the requirement for acceptable work performance.
- 29.8 This provision is to be read in conjunction with Clause 28, Disputes Settlement Procedures.

## **PART SEVEN - SALARY SYSTEMS AND RATES OF PAY**

### **Clause. 30. Principles**

- 30.1 The salary systems provided for by this clause and the rates of pay prescribed for them incorporate and reflect all past work value considerations and all changes in work value considerations intended to result from the proper application, implementation and operation of this Award. Similarly, all past productivity and efficiency improvements are reflected in the classifications and salary rates prescribed in this Award.
- 30.2 The work done by employees bound by this Award is intended to involve broadbanding and multi-skilling to the maximum practicable extent. Broadbanding and multi-skilling are essential features of the Salary Systems and apply as follows:

#### 30.2.1 Broadbanding

Broadbanding involves a process whereby related or like functions or tasks are grouped together in such a way that there is no impediment to those functions or tasks being performed as part of the duties of any job within one band. The process allows movement of people between tasks and functions and mixing and regrouping of tasks and functions within a broad-band. This process does not include those functions or tasks where the individual's ability to safely learn and / or perform the function or tasks, where an essential requirement for a formal qualification limits the process.

#### 30.2.2 Multiskilling

Multi-skilling involves the acquisition, addition and increasing the level of task-related skills and knowledge, which enables the individual to perform a wider range of tasks and functions. Skills acquired through multi-skilling may be those that normally related to a higher or lower salary band than the employee's present work level and could also be appropriate to tasks outside the individual's present work area. Multi-skilling assists individuals to increase their range of skills and maintains and improves efficient work performance.

- 30.2.3 A number of avenues have been identified that facilitate skill acquisition. These are available and will be developed and utilised as appropriate to various groups and work areas. The avenues include:

formal training courses

job rotations

secondments and transfers

on-the-job-training

external courses

30.2.4 The Council already operates a coordinated training program aimed at increasing the skill and knowledge of its employees. This program has been further enhanced through improved record keeping; to recognise and record skill acquisition of employees.

### 30.3 Salary Systems Related Matters

The rates of pay for Wages and Salaried Divisions, prescribed by this Clause and detailed in Appendix 1, shall be deemed to stand alone and to contain any rates or component rates from outside awards or agreements.

### **Clause 31. Savings and Adjustments**

Notwithstanding any other provisions of this Award, the rate of pay to an employee under this Clause:-

- (a) shall not be less than the rate payable to the employee under the Award, as varied, rescinded and replaced by this Award for the classification of the said rescinded Award, as varied, to which the employee was substantively appointed immediately prior to the date of the making of this Award; and
- (b) includes an amount equal to 1.35% of salary for the annualisation of leave loading for those employees previously employed under the Salaried Division related Awards; and
- (c) The increases in pay rates provided in this award have been varied to incorporate all increases in pay rates flowing from State Wage Case decisions.

### **Clause 32. Salary Sacrifice**

- 32.1 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 shall be no greater than the employee's current Award prescribed salary.
- 32.2 The application of salary sacrifice shall be in accordance with the provisions of Council's Salary Sacrifice Policy and arrangements will always be subject to Australian Taxation Office approval and cost neutrality to the City.
- 32.3 This provision is not compulsory on all employees. The employee may elect to utilise this provision.
- 32.4 To access this provision the employee must comply the following steps;
- (a) organise the necessary financial arrangements themselves; and
  - (b) provide all the necessary information and authorisation to Council for processing.
- 32.5 The employee's total annual salary must equal their prescribed Award annual salary.
- 32.6 The value of the benefits shall be agreed between the Council and the employee and shall include fringe benefits tax where applicable.
- 32.7 The benefits to be salary sacrificed and their value shall be in writing and signed by both Council and the employee.
- 32.8 In the event that changes in legislation, Income Tax Assessment Act determinations or rulings remove the Council's capacity to maintain the salary sacrifice arrangements offered to employees through this agreement, Council will be entitled to withdraw, or modify arrangements, from the salary sacrificing arrangements by giving notice to each affected employee.

**SECTION 2 - WAGES DIVISION****Clause 33. Hours of Work**

- 33.1 Exceptions to clause 6, existing at the time of making this award, which will continue to be available unless otherwise varied by agreement, are the ordinary weekly working hours of an employee of a grade, classification or level involving the work of:-
- 33.2 a 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, shall be 32 hours per week in not more than 11 shifts in 14 consecutive days; and
- 33.3 in such cases, the employee will be paid in addition to and averaged into the normal rate of pay, a shift penalty of 11.5% in respect of any shift worked Monday to Friday inclusive, except a shift worked on a public holiday.
- 33.4 Except in cases of emergency (to be determined by Council), the Council shall not alter the starting or ceasing time of an employee without first giving 7 days notice to the Union.

**Clause 34. Terms of Employment**

- 34.1 Casual Loading
- 34.1.1 Wages Division casual employees will be paid a loading of 25% in addition to the rates of pay provided by this Award.
- 34.1.2 This casual loading will only be paid for ordinary hours worked Monday to Friday, and will not attract any penalty. Overtime will be paid for work outside the ordinary hours for the position.
- 34.2 Wet Weather Provisions
- An employee will not lose salary owing to wet weather, provided that the employee shall:
- (a) report for and continue working until such time as the supervisor orders work to cease; and
  - (b) stand by as directed by the supervisor; and
  - (c) recommence duty as directed.
- 34.3 Payment of Wages
- All employees who are in Wages Division classifications will be paid on a weekly basis.

**Clause 35. Overtime**

- 35.1 Eligibility for Overtime - Monday to Friday
- Subject to clause 9.1 of the Common Conditions of Employment, all overtime must be directed by an authorised officer. Overtime for Wages Division employees will be paid at time and one-half for the first 2 hours and double time thereafter.
- Note: For Shift Workers refer to clause 9.8 for rates and other provisions.
- 35.2 Meal Allowance - Continuity of Overtime
- For positions covered by Wages Division classifications, overtime worked in several separate periods outside ordinary working hours shall be regarded as continuous.

### 35.3 Part-time Employees - Payment of Overtime

A part-time employee in a Wages classification position will only be paid overtime where they work more than their normal ordinary hours for that day.

### **Clause 36. Shiftwork and Penalty Payments**

Ex-South Sydney Council Employees transferred to the City of City as a result of boundary changes and amalgamations prior to 8 May 2003.

Any employee in a Wages Division classification position, who at the date of transfer from South Sydney City Council was, engaged on shift work, shall not be required to work more than 10 shifts in any 14 consecutive days without payment of overtime.

### **Clause 37. Meal and Crib Breaks - Ordinary Hours**

Employees in Wages Division classification positions will have their morning tea at their work location.

### **Clause 38. Allowances**

#### 38.1 Higher Grade Duties Allowance - Wages Classifications

38.1.1 An employee who performs for one or more of their ordinary daily working hours, works for which is fixed a higher wage than that applicable to their appointed grade, classification or level, shall be paid in respect of their performance of such work for the whole day at the higher wage.

38.1.2 The provisions of the Wages Division Higher Grade Duties Allowance shall apply when an employee is appointed to relieve in a Salary Band Classification position.

#### 38.2 First Aid Allowance

38.2.1 An employee, who holds the First Aid Certificate of the St. Johns Ambulance Association or a Certificate of equivalent status, may be nominated by management as the work areas First Aid Officer.

38.2.2 Each nominated First Aid Officer will receive an allowance of \$1.64 per day for employees in Wages Divisions Classifications in recognition of their possessing the Certificate, and of their willingness to assist with on-site first aid when called upon.

#### 38.3 Chauffeur-Official Cars Allowance

An employee appointed to a classification, grade or level of Chauffeur-Official Cars will be paid overtime between the hours of 8:00am and 6:00pm, Monday to Friday inclusive, except for public holidays. In substitution for any further payment they would otherwise be entitled to, an allowance of \$59.93 per week will be paid. This allowance has been calculated in proportion to ordinary hours worked and shall be deemed to be part of ordinary rates of pay for the classification, grade or level for higher grade work, annual leave, long service leave and sick leave (see Appendix 3 for annualisation).

#### 38.4 Multi-skilling allowance

Salary rates provided for in this Award are calculated to include as a permanent component of salary, and absorbed into rates of pay, the provisions of the Trades Groups Multi-skilling and Cross skilling Higher Duties Allowance Guidelines agreement with trades employees and their Unions dated 18 March 1996. The broad extent of these multi-skilling arrangements is contained in clause 27 of this Award, and the provisions of the said agreement (refer to Section 4 - Appendix 4). In future, no further application of these multi-skilling provisions, to the extent already agreed, will occur.

### 38.5 Tools and Tool Allowances

38.5.1 Employees in the following groups of tradespersons will be paid tool allowances in accordance with Appendix 2.

- (a) Building Tradesperson required to provide own tools for:
  - French polishing or painting
  - bricklaying or tiling
  - plastering
  - carpentry and/or wood machining work
- (b) Electrical Tradesperson
- (c) Mechanical Tradesperson (including former auto-electrician, fitter, mechanical Tradesperson (special class), motor mechanic, air-conditioning fitter and field service fitter.
- (d) Plumbing/Drainage Tradesperson
- (e) Vehicle Fabricator Tradesperson (including a vehicle body fabricator, panel beater and welder)

38.5.2 The Council will provide all necessary tools for employees, with the following exceptions:

- (a) rather than providing all necessary tools, Council may pay the tool allowance prescribed above; and further
- (b) where a Tradesperson is paid the tool allowance, Council will still provide the following tools for each trade as detailed in Clause 38.6.

### 38.6 Trade Tools to be provided by Council

Bricklayer - Scutch combs, hammers (excepting mash and brick hammers) rubber mallets and T squares

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.

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.

Painters - All brushes and dusters

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.

### 38.7 Loss of Tools

38.7.1 The Council will insure and keep insured against loss or damage by fire or theft whilst on the Council's premises the employee's tools as used by the employee in the course of employment;

38.7.2 The Council will provide a suitable and secure weatherproof lockup for the purposes of storing an employee's tools on the job.

#### 38.8 Annualisation of Tool Allowances

By agreement of the majority of employees (50%+1) in a designated work group, entitlements to tool allowances may be annualised into rates of pay.

### **Clause 39. Annual Leave Loading**

Employees in Wages Classifications shall be paid a loading equivalent to 17.5% of 4 weeks ordinary wages for the 4 weeks of annual leave accruing. Employees in Wages Classifications who have worked shift work for a period of 12 months preceding the annual leave totalling 42 weeks shall be paid the penalty rate to which otherwise would have applied if greater than the annual leave loading payment.

## **SECTION 3 - SALARIED DIVISION**

### **Clause 40. Terms of Employment**

#### 40.1 Part-time Employees

A part-time employee in a Salaried classification position will only be paid overtime where they work more than 3 hours in excess of their normal ordinary hours for that day.

#### 40.2 Casual Loading

40.2.1 Salaried Division casual employees will be paid a loading of 23.5% in addition to the rates of pay provided by this Award.

40.2.2 This casual loading will only be paid for ordinary hours worked Monday to Friday, and will not attract any penalty. Overtime will be paid for work outside the ordinary hours for the position.

#### 40.3 Payment of Employees

All employees who are in the Salaried Division classifications will be paid on a fortnightly basis.

### **Clause 41. Hours of Work**

#### 41.1 Flexible Working Arrangements

41.1.1 The parties agree to increase flexibility in working arrangements to suit operational needs of employees in Salaried Division classifications.

41.1.2 Flexible working arrangements with respect to hours worked, rostered days off, flexi-time schemes and overtime may be made by agreement after consultation between the employee and their Level 3 Manager through their supervisor.

41.1.3 Access to flexible leave arrangements will recognise the hours they work, but at the same time identifying that Council's operational needs are paramount. Time off will be taken at times which suit operational needs as approved by each area's Executive member.

41.1.4 The recognition of accumulated time shall be by way of an agreed method between the employee and the Unit Manager or Executive member.

#### 41.2 The 9-Day Fortnight

41.2.1 Working a 9 day period of week days of 8.06 hours continuously per day, except for meal breaks at the discretion of Council, or as otherwise agreed between the parties of not more than 72.5 hours in each calendar period of 14 days or 145 hours in each calendar period of 28 days. The

time worked during the period to be deemed to be ordinary hours of duty for the employees concerned.

41.2.2 Notwithstanding anything else provided in this Award, the Chief Executive Officer and the Secretary of the Union concerned may enter into an agreement for employees below Salary Band 7 (not including Wages Classifications) for adoption of a 9 Day scheme. This salary rate will be adjusted in accordance with salary movements of this Award.

#### **Clause 42. Overtime**

##### 42.1 Eligibility for Overtime

Overtime will only be paid to an employee whose annual salary does not exceed the maximum salary rate applicable to Salary Band 5. If an employee's annual salary is greater than the maximum salary rate applicable to Salary Band 5 then they are not eligible to be paid overtime. This salary rate will be adjusted in accordance with salary movements of this Award.

##### 42.2 Overtime - Monday to Friday

Subject to clause 10.1 of the Common Conditions of Employment, all overtime must be directed by an authorised officer. Overtime for Salaried Division employees will be paid at the ordinary rate for the first 3 hours with the next 2 hours at time and one-half and double time thereafter.

Note: For Shift Workers refer to clause 9.8 for rates and other provisions.

#### **Clause 43. Meal and Crib Breaks - Ordinary Hours**

Employees in Salaried Division classification positions will take their morning and afternoon tea break at their work stations.

#### **Clause 44. Salary Band System**

##### 44.1 Rates of Pay

44.1.1 Commencement rates of pay are as per Appendix 1, except where an employee working in Salaried Division classifications has completed the Higher School Certificate or equivalent shall not be paid less than \$24,409 p.a.

44.1.2 The rates of salary per annum prescribed by this clause are inclusive of the basic wage for an adult, and shall be deemed to be the rates of pay attached to an employee's appointed rate.

44.1.3 The Salaried Division Salary Band System and rates of pay are detailed at Appendix 1 of this Award.

##### 44.2 Job Evaluation

44.2.1 The job evaluation system is not applicable to employees specified as Wages Division Classifications.

44.2.2 Rates of pay as determined by job evaluation cannot be applied to existing contract bids for specified work.

44.2.3 A position's salary rate and salary band placement is determined by work assessments in accordance with Council's job evaluation policy and system, as varied from time to time.

44.2.4 The minimum salary rate attached to job evaluation scores of each salary band will reflect the work value of the position.



44.2.5 All positions will be reviewed upon job redesign, and regularly as positions become vacant in accordance with Council's job evaluation policy and system as varied from time to time.

#### 44.3 Salary Progression

44.3.1 Salary progression within a salary band range is based on superior performance and shall be assessed through the application of performance reviews in accordance with the provisions of Council's Performance Management Policy. Salary progression will be available where performance ratings are as follows:

above average - an increase of 3% of existing salary

outstanding - an increase of 5% of existing salary

44.3.2 Salary progression may only occur within the salary band allocated. All advancement within a salary band will be based on performance. A staff member's salary progression is limited to the maximum of their salary band or present occupant only salary range, whichever is the greater.

44.3.3 Advancement from one salary band to another salary band will be based on merit.

#### 44.4 Salary Band System Principles

44.4.1 The Salary Band System provides for 10 salary bands to encompass all employees. The salary entry levels for the salary bands are sufficient to:

- (a) differentiate between the successive management levels;
- (b) acknowledge that job content at various levels will vary;
- (c) properly cater for promotions; and
- (d) allow for the enhancement and development of skills, increasing managerial or other responsibilities and personal development.

44.4.2 The Salary Band System facilitates career development and supports career opportunities for individuals as well as the Council's reorganisation activities and enables the development of an effective Human Resource Strategy.

44.4.3 The implementation of Council's Performance Management Policy will further improve the multi-skilling of employees by ensuring that employees are provided with skills development and opportunities and are recognised for the skills acquired.

44.4.4 The principles related to the Salary Band System will provide increased flexibility for the Council to manage change in the work place, achieve corporate goals, and to foster the development of skills by:

- (a) mixing and matching of jobs;
- (b) training and management development;
- (c) provision of adequate study leave for approved courses;
- (d) job rotation by agreement between the employee and the Council;
- (e) vertical and horizontal job re-design which will lead to substantial benefit to employees with more interesting work being performed;
- (f) career development based on merit and performance review; promotion based on merit, subject to vacancy and by means of competitive selection process;

- (g) open and shared objective assessment of performance;
- (h) ongoing elimination of restrictive work and management practices.
- (i) The adoption of the Salary Band System provides a flexible framework for the classification of positions and the provision of remuneration based on merit.

#### **Clause 45. Allowances**

##### 45.1 Higher Grade Duties Allowance - Salaried Division Classifications

45.1.1 Where an employee in the same salary band is requested to take on additional duties to provide short term relief (less than 3 months) then an allowance may be paid for the time the additional duties are performed.

45.1.2 Periods of acting of less than 5 consecutive working days will not be taken into account, and any public holidays will be deemed to be working days for the purposes of this clause.

45.1.3 An employee may be paid a proportion of the higher duties allowance equivalent to the proportion of functions performed in the higher salary band position.

##### 45.2 Allowances paid for acting on, and holding a range of trade licences

Salary rates provided for in this Award are calculated to include as a permanent component of salary, and absorbed into rates of pay, those allowances contained in Appendix 3 to this Award, as previously provided for in industrial agreements, and Clause 28 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award, as they apply to the workplace and work practices at the time of implementation of this Award.

##### 45.3 Building Surveyor and Health Surveyor

Salary rates for the classifications of Building Surveyor and Health Surveyor include as a permanent component of salary, and absorbed into rates of pay, an allowance of \$8-51 per week detailed in Appendix 3 of this Award, as previously provided for in clause 10(3a) and 10(3b) of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award.

##### 45.4 Supervisory rates

An employee, appointed to a supervisory position, will have included in their salary as a rolled up rate the amounts as previously prescribed in Table 2, Part B, Schedule B of the Sydney City Council (Wages Division - Wages and Conditions) Interim Award, and detailed in Appendix 3 of this Award, which will for all purposes be absorbed into rates of pay for that position. This provision only applies to Leading Hands and Sub-Forepersons of Non-Tradespersons.

#### **SECTION 4 - APPENDICES**

Appendix 1	Rates of Pay
Appendix 2	Annual Tool Allowances
Appendix 3	General Allowances And Conditions Money That May Be Annualised
Appendix 4	Multi-skilling and Cross-skilling Agreement 1996
Appendix 5	Table of 9 Day Fortnight and 19 Day Month Pay Systems

**Appendix 1 - Rates of Pay**

Salaried Classifications				Wages Classifications	
BAND	Evaluation	Salary Range			Rates
BAND 1	100 - 170	\$24,799	\$45,578	Grade 1	\$37,671
				Grade 2	\$38,610
				Grade 3	\$39,582
				Grade 4	\$40,061
				Grade 5	\$41,068
				Grade 5A	\$41,440
				Grade 6	\$42,504
				Grade 7	\$43,007
				Grade 8	\$44,076
				Grade 9	\$44,838
				Grade 10	\$45,687
				Council Worker 1	\$36,716
				Council Worker 2	\$38,556
				Council Worker 3	\$41,440
				Council Worker 4	\$42,873
				Council Worker 5	\$43,818
				DSO 1	\$43,972
				CSO 1	\$42,964
				CSO 2	\$45,396
				CSO 2A	\$45,899
BAND 2	171 - 250	\$46,957	\$52,459	Grade 11	\$46,493
				Grade 12	\$47,705
				Grade 13	\$49,323
				Grade 14	\$50,226
				Grade 15	\$50,598
				Grade 15A	\$51,040
				Grade 16	\$51,491
				Grade 16A	\$52,039
				Grade 17	\$52,721
				DSO 2	\$45,899
				DSO 3	\$47,721
				DSO 4	\$48,564
				CSO 3	\$46,960
				CSO 4	\$47,722
BAND 3	251 - 340	\$53,486	\$60,581	Grade 17A	\$56,137
				Grade 18	\$53,674
BAND 4	341 - 430	\$61,836	\$70,156		
BAND 5	431 - 520	\$70,929	\$79,602		
BAND 6	521 - 620	\$81,450	\$92,567	APPRENTICES 38 HPW	
BAND 7	621 - 720	\$94,079	\$105,426	Year 1	\$25,544
BAND 8	721 - 820	\$107,477	\$122,786	Year 2	\$29,392
BAND 9	821 - 930	\$124,922	\$140,255	Year 3	\$33,549
BAND 10	931 - 1040	\$142,954	\$161,410	Year 4	\$37,787

**Appendix 2 - Annual Tool Allowances**

Annual Tool Allowances	
Classification	Annual Rate
Bricklayer	\$969
Carpenter and Plumber	\$1,305
Metal and Mechanical Trades	\$1,305
Painter and Signwriter	\$394
Plasterer	\$1,108

Electrician	\$871
Stonemason	\$1,305

### Appendix 3 - General Allowances And Conditions

Money that may be annualised (refer Clause 17)

As per Clause 9 and 12 of the Council of the City of Sydney (Wages Division - Wages and Conditions) Award.

9.1(b) - Abnormal conditions allowances - all @ 36 cents / hour each

working in a confined and cramped space

working without protective clothing in wet conditions

working in a place where temperature artificially raised to 46C or above

working in a place where temperature artificially reduced to 0C or below

attending fires in hot water boilers, or burning refuse in incinerators in residential properties owned by Council

working on a ladder at a height of more than 6 metres

working on a swinging stage or bosun's chair

working tunnels, underground shafts or drives

using noxious spray

cleaning the external side of windows over 3 meters above nearest horizontal plane

working under dusty or otherwise abnormal conditions

9.2 In charge of plant during meal break @ \$1.89 / hour

9.3 Using explosive tools @ \$0.90/ hour

9.5 Collection of moneys @ 38 cents / hour

9.6 Removal of dead animals @ \$1.17 / animal to a maximum of \$4.74 in any 1 day.

9.11 Slagwool etc @ 47 cents / hour

9.12 Employee driving a lorry with trailer attached @ \$5.09 / day

9.13 Transporting piano @ \$3.48 / day

9.14 Asbestos allowance @ 54 cents / hour

9.15 Additional allowances for tradespersons and other employees, including:

Tradesperson working at a tip or incinerator, on a refuse collection vehicle, in the hopper, on a conveyor of a street sweeping machine, in water tank of a flusher, inside compaction unit @ \$5.94 / day

Tradesperson or other employee engaged on a chokage and required to open up any soil pipe, waste pipe or drain pipe conveying offensive matter @ \$4.58 / day

a painter required to use power, electrical or pneumatic operated tools @ 40 cents / hour

a painter engaged in the removal of rust, or repainting or other work within the hopper or street sweeper, or water take of a flusher @ 37 cents / hour with a minimum payment of \$1.86 / day for work in excess of 1 hour.

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

10.2 Taking of verbatim notes in shorthand @ \$8.22 for first half hour and \$4.25 for each succeeding half hour

10.3a Building Surveyor having completed the Associate Diploma Health and Building or Post Certificate Course of Health Surveyors from TAFE@ \$9.50 per week.

10.3b Health Surveyor having completed a Post Certificate Course for Building Surveyors by TAFE @ \$9.50 per week.

As per Clause 28.1(a), (b), 2 (i-vii), 5, 6 and 7 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award:

28.2 payment of allowances to supervising tradespersons who hold and act on licences:

Plumbers', Gasfitters' and/or Drainers' licences @ 64 cents / hour; or

Drainers Licence @ 54 cents / hour

both Plumbers and Gasfitters or Drainers @ 85 cents / hour

both Gasfitters and Drainers @ 85 cents / hour

both Plumbers, Gasfitters and Drainers @ \$1.17 / hour

payment of allowance for the holding of the Certificate of Registration issued by the Building Services Corporation @ 49 cents / hour

payment of allowance where required to be registered under the Motor Vehicle Repair Act \$14.18 / week

payment of allowance for holder of "A" Grade Electrician's Licence issued under the Electricity Development Act 1945 @ \$24.45 per week

12.16 Chauffeur-Official Cars - allowance in lieu of overtime @ \$56.93 / week

16.1.4 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	Amount per week
16.1.4	Supervisory Classification - Leading Hand	\$32.70
	Sub-Foreperson:	
	Town Hall Attendants	\$32.70
	Sub-Foreperson	\$43.09

**Appendix 4 - Trades Groups Multi-Skilling & Cross-Skilling Agreement 1996**

## Higher Duties Allowance Guidelines

## Objectives

This Guideline shall provide the basis for maintaining, enhancing and rewarding the flexibility in work arrangements throughout the City Of Sydney Council, adopted by tradespeople and the range of skills and duties they exercise.

**1. The Parties**

The Council of the City of Sydney

Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch; Metal and Engineering Division)

New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

Electrical Trades Union of Australia (NSW Branch)

Communications, Electrical, Electronics, Energy, Information, Postal, Plumbers and Allied Services Union of Australia (NSW Branch: Plumbing Division)

**2. Intention**

This guideline shall only apply to Council employees that are employed in trades classification within the City of Sydney Council.

**3. Duress**

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

**4. Award**

Award shall mean the City of Sydney Council (Wages Division - Wages and Conditions) Award which provides wages and conditions for the Trades employee of the Council. Apart from the clauses specified in this guideline all other clauses of the Award shall apply.

**5. Provisions of the Agreement**

The Trades Groups Multi-skilling and Cross-skilling Higher Grade Duty Allowance Agreement shall operate to provide the flat gross allowance as detailed below. Conditions of employment not specified in this Guideline shall be established by the Award.

**6. Multi-Skilling and Cross-Skilling Objectives**

The parties to this Guideline shall ensure that the level of multi-skilling and cross-skilling currently occurring within trades groups are supported and maintained. This Guideline shall also ensure that the level of multi-skilling and cross-skilling is continually extended so that total flexibility is achieved within the City of Sydney Council. Specifically the parties agree to work towards the following objectives;

The establishment of the broad range of skills and duties currently performed by tradespeople as the requirement for a skilled tradesperson within the City of Sydney Council.

The continuous expansion of the range of skills and duties tradespeople currently perform by encouraging them to actively seek opportunities to undertake training (on the job and off the job) which supports new areas of

work and which further develops their skills. This training will be facilitated in accordance with the City of Sydney Council's policy on Training and Study Assistance Scheme.

The establishment of work relationships where the range of skills and duties performed by tradespeople are only limited by appropriate restrictions which flow from the requirement to hold special licences.

Advancing the flexibility in the relationships between the trades by encouraging the exercise of cross trade skills where such work is of an incidental nature to the duties performed by the tradesperson.

The provision of this allowance will not restrict any employee from seeking a reclassification in accordance to provisions and requirements stated within the terms and conditions of the City of Sydney Council (Wages Division - Wages Conditions) Award.

### **7. Multi-Skilling and Cross-Skilling Conditions**

A commitment to complete the questionnaire in accordance to guidelines.

The payment of this allowance will only be provided to an employee who has clearly demonstrated that they are carrying out multi-skilling and cross-skilling duties on a regular basis.

The removal of any work related bans currently undertaken by Trades employees within the City of Sydney Council and specifically bans in relation to Joint Development Agreement and the Customer Service Program.

Any withdrawal of or any refusal to undertake multi-skilling or cross-skilling duties by any tradesperson will result in the payment of the "Multi & Cross Skill Higher Grade Duty Allowance" being withdrawn. Payment of the Allowance will only be recommenced from the date when the employee actually recommences the performance of all required multi-skilling and cross-skill duties.

For a new tradesperson to become eligible for the payment of the "Multi & cross Skill Allowance" the tradesperson must complete a maximum eligibility period of 12 months with the City of Sydney Council. During this time the employee must be willing to undertake the necessary training to be able to carry out all required multi-skilling and cross-skilling duties.

Also the Tradesperson must be able to demonstrate that they are carrying out required multi-skilling and cross-skilling duties to a competent level.

### **8. Salary Increase**

As recognition for the level of multi-skilling and cross-skilling currently undertaken and for agreement to establish the objectives as detailed in clause 7. Multi-skilling and Cross-skilling Objectives the nominated trades employees will receive a gross payment of \$25.00 per week effective from Monday 18 March 1996. This allowance will be called the "Multi & Cross Skill Higher Grade Duty Allowance" and will be paid in accordance of clause 8. Multi-skilling and Cross-skilling Conditions.

Note:

all trades employees who are currently employed by the City of Sydney Council prior to the 18 March 1996 regardless of the length of their service will be eligible for this allowance; and this allowance will not be paid when an employee is absent from on workers' compensation or on unpaid leave. This allowance will not be in addition to increases in rates, which flow from the implementation of the Joint Development Agreement 1996.

### **9. Dispute Settlement Procedures**

The provision of clause 28, Dispute Settlement Procedures of the said Award, apply.

Appendix 5 - Table of 9 Day Fortnight and 19 Day Month Pay Systems

## (a) 9 Day Fortnight Pay System

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Hours Per Week
One	8.06 hrs	8.06 hrs	8.06 hrs	8.06 hrs	8.06 hrs	40.3 hrs
Two	8.06 hrs	8.06 hrs	8.06 hrs	8.06 hrs	Day Off	32.2 hrs

Total hours worked per fortnight = 72.5 hrs, which is an average of 36.25 hours per week.

## (b) 19 Day Month Pay System (38 hour week)

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Hours Per Week
One	8 hours	8 hours	8 hours	8 hours	8 hours	40 hrs
Two	8 hours	8 hours	8 hours	8 hours	8 hours	40 hrs
Three	8 hours	8 hours	8 hours	8 hours	8 hours	40 hrs
Four	8 hours	8 hours	8 hours	8 hours	Day Off	32 hrs

Total hours worked per 4 week period = 152 hrs, which is an average of 38 hours per week.

## (c) 19 Day Month Pay System (36.25 hour week)

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Hours Per Week
One	7.63 hours	7.63 hours	7.63 hours	7.63 hours	7.63 hours	38.15 hrs
Two	7.63 hours	7.63 hours	7.63 hours	7.63 hours	7.63 hours	38.15 hrs
Three	7.63 hours	7.63 hours	7.63 hours	7.63 hours	7.63 hours	38.15 hrs
Four	7.63 hours	7.63 hours	7.63 hours	7.63 hours	Day Off	30.52 hrs

Total hours worked per 4 week period = 145 hrs, which is an average of 36.25 hours per week.

The City of Sydney Wages / Salary Award 2010

### Schedule A

#### Transitional Arrangements, Savings and Adjustments

1. Paid Paternity or Partner Leave provisions in accordance with Clause 22.6.b and 22.6 c will apply where the child referred to in Clause 22 is born on or after 10 April 2010. The employee shall, if required, establish by either production of a copy of the birth certificate or certification from a medical practitioner, the date of birth of the child.
2. Paid Maternity Leave provisions in accordance with Clause 22.7.a will apply where the child referred to in Clause 22 is born on or after 10 April 2010. The employee shall, if required, establish by either production of a copy of the birth certificate or certification from a medical practitioner, the date of birth of the child.
3. Paid Adoption Leave provisions in accordance with Clause 22.8.a will apply where the child referred to in Clause 22 is adopted on or after 10 April 2010. The employee shall, if required, establish by the production of a statement from an adoption agency or another appropriate body, the date of adoption of the child.
4. The weekly rate of pay referred to in Clauses 22.6, 22.7 and 22.8 will be based on the employee's substantive hourly salary times the average number of ordinary weekly hours worked over the preceding 12 months.
5. Paid Bereavement Leave in accordance with Clause 23.3 will only apply in relation to the death, of a parent, spouse or child, on or after 10 April 2010.



6. Medical certificate requirements in accordance with Clause 20.2.g, apply with respect to absences on or after 10 April 2010.
7. Long Service Leave, in accordance with Clause 24.1 cannot be taken unless 5 or more year's service has been completed on or after 10 April 2010 notwithstanding the provisions in clause 24.7 requiring the employee to have completed at three years service with the City of Sydney.

J. P. GRAYSON *D.P.*

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(061)

**SERIAL C7460****CROWN EMPLOYEES (POLICE OFFICERS - 2009) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Police Force.

(No. IRC 246 of 2010)

Before The Honourable Justice Boland, President

15 April 2010

**VARIATION**

1. Insert at the end of Grade 1 of subclause 41.2 Gradings, of clause 41 Special Duties Allowance, of the award published 26 February 2010 (369 I.G. 1233) the following new item:  
  
Protection Officers, Protection Operations Unit, Anti Terrorism and Security Group
2. Insert at the end of Grade 3 of subclause 41.2 of clause 41, the following new item:  
  
Electronic Evidence Officer, State Electronic Evidence Branch, Special Services Group
3. Delete the words "subject to subclause 0" in subclause 48.2 of clause 48, Recall to Duty and insert in lieu thereof the following:  
  
"subject to subclause 47.7"
4. Delete the words "subject to subclause 0" in subclause 50.5 of clause 50, Lockup Keepers' Or Sole Detective's Recall  
  
"subject to subclause 47.7"
5. Delete Table 11 and Table 12 of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 11 - Stocking Allowance (Non-Commissioned Officers)**

	Maximum Per Annum \$
Stocking Allowance	121.00

**Table 12 - Plain Clothes Allowances (Non-Commissioned Officers)**

Non-Commissioned Officers required to perform duty in plain clothes shall be paid the following allowances in accordance with the provisions of clause 59 - Provision of Uniform lieu of the provision of uniform. (Note: Non-Commissioned Officers paid as Detectives under clause 38 Salaries (Detectives) shall not be entitled to a Plain Clothes Allowance).

	Per Annum \$
Non-Commissioned Officers required to perform duty in snow climate areas as specified in paragraph 59.6 - Provision of Uniform	1,467.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 2) as specified in paragraph 59.5 - Provision of Uniform	1,404.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 1) as specified in paragraph 59.4 - Provision of Uniform	1,372.00
All other Non-Commissioned officers.	1,259.00

6. This variation shall take effect on or after 15 April 2010.

R. P. BOLAND J , *President*

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(1851)

SERIAL C7467

## CROWN EMPLOYEES (POLICE OFFICERS DEATH AND DISABILITY) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCH

Application by Police Association of New South Wales, Industrial Organisation of Employees.

(No. IRC 443 of 2010)

Before The Honourable Justice Walton, Vice-President  
The Honourable Mr Justice Staff  
The Honourable Justice Backman

7 June 2010

### VARIATION

1. Delete subclause 10.6 of clause 10, Insurance and Assessment of Entitlement to Benefits, of the award published 27 November 2009 (369 I.G. 737) and insert in lieu thereof the following:
- 10.6 Members are only entitled to receive one benefit under the Award. Receiving a "total and permanent disablement benefit" under the insurance arrangement contemplated by clause 10.1 of the Award discharges the NSW Police Force from liability to pay other benefits under the Award. If a police officer receives a "partial and permanent disablement benefit" and subsequently receives a "total and permanent disablement benefit", the officer must repay the "partial and permanent disablement benefit" to NSW Police Force within 14 days of receipt of the "total and permanent disablement benefit", unless the "partial and permanent disablement benefit" has already been deducted from the "total and permanent disablement benefit" and remitted to NSW Police Force by the insurer. The insurer is authorised to deduct from any "total and permanent disablement benefit" payable to a police officer the amount of any prior "partial and permanent disablement benefit" that has been paid to the police officer, and remit this amount to the NSW Police Force. Police officers will be required, prior to receipt of a benefit from the NSW Police Force, to enter into a Deed of Repayment that is in terms agreed between the parties. If a Special Risk Benefit under s 216 of the *Police Act* 1990 is payable to a police officer that officer is not entitled to a benefit under this award.
2. This variation shall take effect on and 8 June 2010.

M. J. WALTON *J, Vice-President.*  
C. G. STAFF *J.*  
A. F. BACKMAN *J.*

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(1310)

SERIAL C7465

## CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF EMPLOYMENT) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director of Public Employment.

(No. IRC 251 of 2010)

Before Commissioner Bishop

28 April 2010

### VARIATION

1. Insert in clause 1, Arrangement of the award published 31 July 2009 (368 I.G. 884) the following new clause number and subject matter:

#### 15A. Lactation Breaks

2. Insert after clause 15, Meal Breaks, the following new clause:

#### 15A. Lactation Breaks

- 15A.1 This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 15A.2 A full-time staff member or a part-time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 15A.3 A part-time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 15A.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- 15A.5 The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 15A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- 15A.7 Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 15A.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 79, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 21, Flexible Working Hours of this award, where applicable.

3. This variation shall take effect on and from 28 April 2010.

E. A. R. BISHOP, Commissioner.

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## **CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) AWARD**

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 382 of 2010)

Before The Honourable Mr Justice Staff

2 June 2010

### **VARIATION**

1. Insert in clause 1, Arrangement of the award published 31 October 2008 (366 I.G. 887) the following new clause number and subject matter:

#### **8A. Lactation Breaks**

2. Insert after clause 8, Meal Breaks the following new clause:

#### **8A. Lactation Breaks**

- 8A.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 8A.2 A full-time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 8A.3 A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 8A.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their supervisor provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for a flexibility, a supervisor needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 8A.5 The Department shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 8A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the supervisor and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 8A.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 8A.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with subclause 16.9 Sick Leave of this award or, where applicable, through the operation of the provisions of subclause 7.4 of this award.

3. Insert after subclause 16.14 Special Leave, of clause 16, Leave the following new subclause.

16.15 Purchased Leave

16.15.1 An employee may apply to enter into an agreement with the Department to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

- (i) Each application will be considered subject to operational requirements and personal needs and will take into account the Department's business needs and work demands.
- (ii) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- (iii) The leave will count as service for all purposes.

16.15.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.

- (i) Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- (ii) To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

16.15.3 Purchased leave is subject to the following provisions:

- (i) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- (ii) Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- (iii) Sick leave cannot be taken during a period of purchased leave.
- (iv) The purchased leave rate of pay will be the salary for all purposes including superannuation.
- (v) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
- (vi) Higher Duties Allowance will not be paid when a period of purchased leave is taken.

16.15.4 Specific conditions governing purchased leave may be amended from time to time by the Department in consultation with the Association. The Department may make adjustments relating to its salary administration arrangements.

4. This variation shall take effect on and from 2 June 2010.

C.G. STAFF J



**DENTAL ASSISTANTS AND SECRETARIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C7408 published 26 February 2010

(369 I.G. 1398)

(No. IRC 1936 of 2009)

**CORRECTION**

Delete instruction 2, and substitute the following:

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wages**

- (i) Adults:

Level	Current Rate Per Week	State Wage Case 2009 Per Week %	Wage Rate as from 21.7.2010 Per Week
1	586.15	2.8	602.55
2	607.90	2.8	624.90
3	642.95	2.8	660.95
4	686.30	2.8	705.50
5	749.30	2.8	770.30

- (ii) Juniors:

Age			
At 16 years of age	282.90	2.8	290.80
At 17 years of age	309.35	2.8	318.00
At 18 years of age	382.30	2.8	393.00
At 19 years of age	436.95	2.8	449.20
At 20 years of age	515.85	2.8	530.30

**Table 2 - Allowances**

Item No	Clause No	Brief Description	Amount from 21.7.2010 \$
1	3(ii)	Saturday Ordinary Time	14.35
2	4(iv)	Meal money	12.60
3	17	Clothing allowance	8.05
4	23	First - Aid	9.95

G. M. GRIMSON *Industrial Registrar.*

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**PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE)  
AWARD 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, Industrial Organisation of Employees.

(No. IRC 210 of 2010)

Before The Honourable Justice Boland, President

16 April 2010

**VARIATION**

1. Delete paragraph (b) of subclause (ix) of clause 33, Long Service Leave of the award published 31 October 2008 (366 I.G. 1000), and insert in lieu thereof the following:
  - (b) Where an employee who has acquired a right to long service leave, or after having had five years of service and less than ten years service, dies, the partner of such employee or if there is no such partner the child/children of such employee (or guardian such as the case may be) or the legal personal representative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services been terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death. For the purposes of this sub-clause, the term 'partner' means a spouse or a de facto partner (including a same sex de facto partner); and 'child/children' means a child or an adult child (including adopted child, step child, foster child or ex nuptial child).
2. This variation shall take effect from 16 April 2010.

R. P. BOLAND J.

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## SOUTH SYDNEY CITY COUNCIL SALARIED OFFICERS AWARD 2010

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1668 of 2008)

Before Mr Deputy President Grayson

7 April 2010

### REVIEWED AWARD

#### 1. Arrangement

#### PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Area Incidence and Duration
3.	Statement of Intent
4.	Anti-Discrimination
5.	Grievance and Dispute Settlement Procedure
6.	Classification Structure
7.	Rates of Pay
8.	Salary Sacrifice
9.	Payment of Wages
10.	Terms of Employment
11.	Hours of Work (including shift work)
12.	Part-time Employment
13.	Casual Employment
14.	Consultative Committee
15.	Higher Grade
16.	Penalty Rates
17.	Overtime
18.	Leave Entitlements
	A. Annual Leave
	B. Bereavement Leave
	C. Personal Carer's Leave
	D. Long Service Leave
	E. Parental Leave
	F. Sick Leave
	G. Other Leave
19.	Public Holidays
20.	Union Picnic Day
21.	Calculation of Service
22.	Uniforms, Clothing and Safety
23.	Workplace Efficiency
24.	Exemption from Industrial Action
25.	Tool Allowance
26.	Travelling Expenses
27.	Meal Breaks
28.	Payment to Dependants of a Deceased Employee
29.	Delegates Rights and Duties
30.	Termination of Employment

31. Workplace Change and Redundancy
32. Definitions

PART B -

MONETARY RATES

- Table 1 - Rates of Pay  
Table 2 - Tool Allowance  
Table 3 - Performance Incentive Bonus

PART C

AWARD COVERAGE

TABLE 1 - Categories of Employees

Schedule A - Transitional Arrangements, Savings & Adjustments

**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 following awards:

The City of Sydney Wages / Salary Award 2010, as amended

South Sydney City Council Wages Staff Award 2010, as amended and

the Local Government (State) Award 2007, as amended.
- (ii) This Award Shall be Known as the South Sydney City Council Salaried Officers Award 2010.
- (iii) This Award shall cover positions and grades referred to in Part C - Table 1 of this Award and to any other subsequent positions created under this Award.
- (iv) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the South Sydney City Council Salaried Officers Award 2010 published 16 May 2003 (339 I.G. 484), as varied.
- (v) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 10 April 2010.
- (vi) This award remains in force until varied or rescinded, the period for which it was made having already expired.

### 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

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by 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.
- (3) Under the *Anti-Discrimination Act 1977*, 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) 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 section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

### 5. Grievance and Dispute Settlement Procedure

- (i) In the event of a grievance or dispute the following procedure shall apply;
  - (a) The employee(s) shall notify the supervisor in writing, giving details of the grievance or dispute and the remedy sought.

- (b) A meeting will then be held between the employee(s) and the supervisor at the earliest possible time to attempt to resolve the grievance or dispute.
  - (c) The grievance or dispute must initially be dealt with as close to the source as possible. If unresolved, the grievance or dispute may be referred to the next level of supervision for consideration.
  - (d) If the matter remains unresolved, the employee(s) may request that it be referred to their divisional Director. A further meeting between the parties shall take place as soon as possible.
  - (e) If the matter remains unresolved, the Director shall provide the employee(s) with a written response detailing the reasons for not implementing any proposed remedy.
  - (f) If the matter remains unresolved it may be referred to the employee's union representative and/or the Chief Executive Officer with the view to further discussion about the problem.
- (ii) During this procedure:
- (a) Reasonable time limits must be allowed for completion of the various stages of discussion.
  - (b) A union delegate or another employee may assist the employee(s) pursuing the grievance or dispute.
  - (c) The work practices existing prior to the dispute shall, as far as practical, continue to proceed as normal.
- (iii) The parties to this award shall observe the Grievance and Dispute Settlement Procedure as set out in this clause where the emphasis shall be placed on achieving a negotiated settlement.
- (iv) However, if the negotiated process is exhausted without the grievance or dispute being resolved, the parties may jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance.

## 6. Classification Structure

Categories of employees who may be employed under this Award are set out in Table 1 of Part C.

- (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 shall be based on the acquisition and application of additional skills over a prescribed period, which shall 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 shall 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 shall 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 1 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 3 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.

## 7. Rates of Pay

- (i) The rates of pay are set out in Table 1 of Part B of this Award.
- (ii) The rates of pay detailed at 'Entry' at each of the steps 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.
- (iii)
  - (a) Salary steps are provided within grades 5 to 13 to encourage the development of positions within these grades.
  - (b) The relationship between the entry rates of pay and the subsequent steps is detailed as follows:



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

- (iv) The rate of pay for positions at Grade 14 and above shall be inclusive of the overtime required to effectively undertake the range of duties required of the position.

### 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)
- (a) The Council will pay the weekly wage due to each employee directly into an account bearing the employee's name at a mutually agreed financial institution (referred to as the nominated account) subject to the following;
- (1) The Council reserves the right to limit the definition and number of financial institutions that can be nominated; and
  - (2) Employees must supply full details of the nominated account to the Council prior to commencing their employment.
- (b) 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.
- (ii) 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).

### 10. 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 shall, 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 prospective duration of the absence.
- (iii)
- (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 shall not make any deduction from wages for time lost owing to wet weather, provided that the employee;
- (1) shall continue working until such time as the supervisor orders work to cease,

- (2) shall stand by as directed by the supervisor, and
  - (3) shall 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 furnish an explanation in writing for the absence satisfactory to the Council, the employee's employment shall be deemed to have abandoned their employment.
- (v)
- (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 shall 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 shall not suffer any reduction in rate of pay as a result of this arrangement.

### 11. Hours of Work

- (i) Spread of Hours - General
- (a) Except as otherwise provided in paragraph (b), the ordinary working hours for employees shall be 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 shall be 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 shall also be required to work a 38 hour week.
  - (d) The ordinary hours of work shall not exceed 12 hours on any one day.
  - (e) Except in cases of emergency (to be determined by Council), the Council shall not alter the starting or finishing time of any employee without first giving 7 days notice of the change.
- (ii) Arrangement of Hours
- (a) In respect of 36.25 hours per week employees, 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) In respect of 38 hours per week employees, the ordinary hours of work may be arranged so as not to exceed 76 hours within 2 weeks or 152 hours within 4 weeks.
- (iii) Spread of Hours - Shiftworkers
- (a) The ordinary hours of a shiftworker shall be worked, in shifts as rostered, between Saturday and Friday inclusive, as follows;
    - (1) Cleansing Foreman on night shift shall work 32 hours per week. For the 32 hours per week prescribed by this paragraph a shift penalty of 11.5% shall 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 16 - Penalty Rates) carried over from the former Sydney City Council (as a result of boundary changes and or amalgamations prior to 8 May 2003).

- (2) Employees engaged in the Community Resources function and Children's Services shall work 36.25 hours per week, between 6.00am and 10.30pm.
  - (3) Ordinance Inspector and Parking Enforcement Officers shall work 38 hours per week, between 6.00am to 8.00pm.
  - (4) All other shiftworkers shall work 36.25 hours per week between 6.00am and 8.00pm.
- (iv) Shiftwork - General
- (a) A shiftworker shall not be required to work;
    - (1) in broken shifts, or
    - (2) more than 11 shifts in 14 consecutive days without payment of overtime.
  - (b) All shift work shall be rostered and the starting and ceasing time of ordinary hours working hours shall be shown in this roster.
  - (c) There shall be an interval of at least 8 hours between termination of any shift and commencement of the next succeeding shift.
  - (d) Changes in Hours Arrangements by Agreement - A different arrangement or spread of hours to those set out in subclauses (i), (ii), (iii) and (iv) may be agreed upon by the Council and the employee(s) concerned. Any such agreement will be genuine with not 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.
- (v) 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 shall not be transferred to shift work until the dispute has been resolved.
  - (b) The provisions of paragraph (a) of this subclause shall 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 shift worker temporarily absent from duty.
- (vi) 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 shall be treated as the ordinary hours of duty for the employee(s) concerned.

## 12. Part-Time Employment

- (i) A part time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees employed by the Council, but such days shall not be less than 1 day per week and such hours shall not be less than 4 hours per week and shall be worked in accordance with Clause 11, Hours of Work of this Award.

- (ii) Prior to commencing part-time work, Council and the employee shall 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 shall 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 shall 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 shall be paid for the hours normally worked on that day.

### **13. Casual Employment**

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid an hourly rate for ordinary hours worked in accordance with Clause 11, Hours of Work.
- (iii) Overtime shall be paid where a casual employee works outside the ordinary hours for that position.
- (iv) Loading - In addition to the amounts prescribed by subclause (ii) of this Clause, a twenty five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall be paid in lieu of all leave and public holidays prescribed by the Award.

### **14. 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 effecting 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.

### **15. Higher Grade**

- (i) Temporary Appointments - An employee, required to perform the normal duties of a position which is at a higher grade within the salary system, shall be paid the entry level for that grade, provided;
  - (a) the payment in the higher grade position shall 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
  - (b) the payment shall be made for the time actually spent relieving in the higher position, and

- (c) 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.
- (ii) Promotions - Permanent appointments/ promotions to a position at a higher level within the salary system shall be made at the entry level of the grade, provided:
  - (a) the minimum salary adjustment shall be an increase of 2.5%;
  - (b) 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.
- (iii) An employee who is appointed to a higher position shall be paid the rate of the higher classification from and inclusive of the date of appointment.
- (iv)
  - (a) Where a vacant position has been filled by a higher grade appointment for a period of three months, the Council shall take the necessary steps to make a permanent appointment to the position.
  - (b) This provision shall not apply to a position vacated on approved leave.
- (v) On-the-job-training - The provision of this clause shall 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.
- (vi) Where an employee does not assume the entire duties of a higher grade the employee may be paid a proportionate rate.

#### 16. 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 subclause (a) (1)) - ordinary rates plus 15%.
    - (2) Afternoon Shifts (as defined in subclause (a) (2)) - ordinary rates plus 15%.
    - (3) Night Shifts (as defined in subclause (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 32 Hour Week Workers:-
  - (1) Permanent night shift (as defined in subclause (a) (3)), Monday to Friday - ordinary rates plus 11.5%.
  - (2) Saturday Shifts (as defined in subclause (c) (1)) - ordinary rates plus 25%.
  - (3) Sunday Shifts (as defined in subclause (c) (2)) - ordinary rates plus 75%.
  - (4) Public Holiday Shifts (as defined in subclause (c) (3)) - ordinary rates plus 150%.
- (ii)
  - (a) Transfer of Employee to Shift Work - Except as provided for in paragraph (b) of this subclause, a day worker required by the Council to transfer to shift work shall 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, shall 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 shall 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 shall not apply to a Caretaker in receipt of free quarters.

### 17. 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, shall 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 shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (iv) Sunday - Overtime worked on Sunday shall be paid for at the rate of double time.

- (v) Public Holidays
  - (a) Overtime worked on a Public Holiday as prescribed by this award shall 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 the award.
- (vi) Overtime worked on any day, whether in broken periods or otherwise, shall 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 shall 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 shall provide, or pay for, suitable transport direct to the employee's home.
- (ix) Minimum Payment - an employee who has ceased work and returned home shall, 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 shall 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 shall 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, shall 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 shall 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 shall not apply to 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 shall 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) Shiftworkers
  - (a) Non continuous overtime - a shift worker called back to work overtime shall be paid at the rate of double time.
  - (b) Public Holidays

- (i) Overtime worked by a shiftworker on a Public Holiday shall 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 employees ordinary rostered working hours shall not be regarded as overtime and shall be paid for at the appropriate penalty rates.

### 18. Leave Entitlements

#### A. ANNUAL

- (i) Annual Leave shall 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 shall 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)
  - (a) Notice by Council - The Council shall 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)
  - (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 shall 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 shall 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 shall 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 shall pay to the employee, or the duly authorised legal representative of the employee, all annual leave due to the employee. This shall



include payment for any annual leave due to the employee on a proportionate basis. The amount payable shall 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 shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include;

- (a) a spouse of the employee; or
- (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; or
- (c) a child or an adult child (including an adopted child, step child, 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; or
- (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 shall 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 shall 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 sub-clause 23.1 paragraphs (a) to (e) above.
  - b. Council and the employee shall 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 C is subject to the employee being responsible for the care and support of the Person Concerned.

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; or
- (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; or
- (c) a child or an adult child (including an adopted child, step child, 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; or
- (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.

- (iii) 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 shall 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.
- (iv) 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.
- (v) 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 (iv) above.
- (vi) The employee shall, 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.

- (vii) The employee shall, 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 shall notify the Council by telephone of such absence at the first opportunity on the day of absence.
- (viii) 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.
- (ix) 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 (ii)
- (x) Personal carers entitlements for casual staff:
  - (a) Subject to the evidentiary and notice requirements in (vi) to (ix), 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 (ii)) 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 shall 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.

#### **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 shall 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 shall 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 shall 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)

(a)

- (1) An employee shall 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

- (2) Long service leave shall 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, shall be paid the monetary equivalent of all long service leave accrued but not taken by the employee at the date of termination. The entitlements shall 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)
- (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 shall be deemed to be service with Council.

- (b) Continuity of service shall 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* as amended and the (NSW) Family Provisions Case 2005.
- (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 Clause E (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:
    - (i) If applicable, the period of any maternity leave sought or taken by the employee's spouse or partner, and
    - (ii) 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 shall 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 shall 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:

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

An employee, entitled to adoption leave, who adopts a child under the age of 5 years shall 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 care-giver of their child

- (c) For the purposes of this Clause, spouse includes a de facto spouse.

## (ix) 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.

## (x) 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;
  - (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 shall 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 Council's decision made under (x)(a)(ii) and (x)(a)(iii) must be recorded in writing.
  - (d) Request to return to work part-time - Where an employee wishes to make a request under (x)(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.
- (xi) 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:
    - (i) 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
    - (ii) 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 shall 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 shall 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 shall be cumulative from year to year

- (d) Part-time employees shall 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 shall contact their supervisor or designated person as soon as practicable.
  - (b) Where possible the employee shall 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 shall 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 shall 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 shall 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; or
  - (b) when the absence is likely to be for a period which will exhaust the employees entitlements to be paid sick leave; or
  - (c) the employee is ill so frequently as to raise the question of fitness to carry out the duties of their substantive position.
  - (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 shall 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 shall count as service provided -



- (i) 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, shall 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 proceeding 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 shall 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
  - (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 shall 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.

#### 19. Public Holidays

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen'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 subclause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- (iii) Where a holiday occurs on a day on which an employee is rostered off while employed on a rotating roster system, the employee shall be paid an ordinary day's pay for that day. This payment shall 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 shall 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 shall not be entitled to payment for the holiday.

#### **20. Union Picnic Day**

- (i)
  - (a) Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be held on a day that is agreed to by the Council and the Union(s).
  - (b) The union(s) shall 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 shall 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.

#### **21. Calculation of Service**

- (i) For the purpose of this award, the following periods shall 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 General Manager 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 shall 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 shall be aggregated so that the maximum available throughout the employee's employment with Council shall 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 shall be entitled to have counted as service one additional week for each year of the employee's service.

#### **22. Uniforms, Clothing and Safety**

- (i) Where the Council provides an employee with a uniform or safety/protective clothing, including safety footwear;

- (a) The Council shall pay for the cost of clothing.
  - (b) The employee shall wear and use such clothing (including footwear) as directed.
  - (c) Lost or damaged clothing due to an employee's misuse or negligence shall be replaced or paid for by the employee to whom the clothing was issued.
- (ii)
- (a) All employees will comply with safety regulations and wear all safety equipment and clothing at all times.
  - (b)
    - (1) 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 shall receive no pay for the absence.
    - (2) An employee who continues to breach the provisions of this clause will be subject to disciplinary action.

### **23. 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 shall 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, shall 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.

#### **24. Exemption from Industrial Action**

The unions agree that the following permanent exemptions shall 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, shall be exempt from all industrial action;
- (iv) watering and care of all horticultural material, including nursery stock, seedlings, specialised turf sporting areas and complexes shall be exempt;
- (v) at the Administrative Offices and Council Chambers, the following shall 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;
  - (g) watching services required by law at Council's depots shall be exempt from all industrial action.

#### **25. Tool Allowance**

- (i) Where Council requires a tradesperson such as a working Foreman and Team Leader to use tools as part of the performance of their duties the employee shall be paid a tool allowance.
- (ii)
  - (a) The rate per week for tool allowances is set out in Table 2 of Part B of the Award.
  - (b) The allowance paid shall 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 shall;
  - (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 shall, if requested to do so, provide the Council with a list of tools used.
- (v) The Council shall 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.

## 26. 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, shall be arranged mutually between the employee and the appropriately authorised Council employee.

## 27. Meal Breaks

- (i) Unpaid Breaks - An unpaid break of a minimum of 30 minutes shall 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 shall 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 shall be taken each subsequent 4 hours worked.
  - (b) Shiftwork - An employee working shiftwork shall be granted a paid break of 30 minutes in each shift.
- (iii) All meal breaks shall be taken at the direction of the Council.
- (iv) Meal breaks shall not be regarded as an interruption to overtime.
- (v)
  - (a) Except in cases of extreme emergency, an employee shall not be required to work continuously for more than 5 hours without a meal break.
  - (b) Where this is required, an employee shall 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.

## 28. 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 shall be paid by the Council to the estate of the deceased employee.

## 29. Delegates Rights and Duties

- (i) The parties agree that the following procedures shall be followed to ensure that issues taken up by delegates on behalf of union members do not interfere or disrupt workplace operations or efficiency.
- (ii) Notification of Delegates - The union shall notify the Council in writing the name(s) of delegate(s) elected to represent their union within 48 hours of their election.

- (iii) Conducting Union Business
- (a) Before attending union business or meetings arranged with Council management, delegates shall notify their supervisor prior to leaving and immediately upon their return to the workplace. Delegate(s) shall also advise their supervisor of the estimated time they will be absent from the workplace.
  - (b) Failure to follow the provision set out in (a) above may result in the delegate concerned not being paid for the period of absence away from the workplace.
  - (c) Supervisors will not unreasonably withhold permission for a delegate to carry out union business on behalf of the members they represent.
  - (d) Delegates will also observe these procedures and recognise the need to balance their absence from the job on union business with the requirement for acceptable work performance.
- (iv) It is the duty of union delegates in performing their functions to follow all requirements lawfully imposed by the Council.
- (v) Annual Conference - Council will allow delegates, who are elected to attend the union's annual conference, paid leave of absence for the duration of the conference, provided that where there is more than one accredited delegate per union, such leave with pay shall be at the discretion of the Chief Executive Officer.

### 30. Termination of Employment

The Council will apply the *Industrial Relations Act*, 1996 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. It will also apply the matters set out in this clause.
- (ii) The *Industrial Relations Act*, 1996 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 shall 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 shall 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	3 weeks
5 years and beyond	4 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:
    - (i) theft; or
    - (ii) fraud; or
    - (iii) assault; or
  - (b) the employee being intoxicated at work; or
  - (c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; or
  - (d) 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; and/or
  - (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 shall, upon request, be given a certificate of service in writing. Such certificate of service shall contain information as to the length and nature of the employment of the employee.
- (xiii) Council shall, provide an employee whose employment has been terminated, an "Employment Separation Certificate" in the form required by the relevant government department or agency.

### 31. 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 shall notify the employees who may be affected and the union to which they belong.
- (b) A 'significant effect' could include:
- Termination of employment,
  - Major changes to the composition, operation, skill requirements or size of Council's workforce,
  - The elimination or diminution of job opportunities, promotion or job tenure
  - The alteration of hours of work,
  - The need for retraining or transfer of employees to other work or locations, and
  - The restructuring of jobs

(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 affects.
- (b) Council shall 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 shall be entitled to three months notice of termination or payment in lieu of such notice.



- (c) Notice or payment of notice under this subclause shall count as service for the purposes of calculating leave entitlements.
- (vi) During a period of notice of termination given by Council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by Council the employee shall 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 shall 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 shall be entitled to any other benefits determined by Council policy, to apply in relation to redundancy arrangements.
- (viii) Council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the 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.

### 32. 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) Child means a child of the employee or the employee's spouse under the age of one year.
- (iii) Clerical Positions means those positions whose duties are administrative and clerical in nature and have been classified within the Clerical Scale.

- (iv) Dismissal means termination of the services of an employee.
- (v) Employee means a person appointed to a classification prescribed by this Award.
- (vi) 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.
- (vii) Holiday Shift means the ordinary daily working hours of a shift worker, the major portion of which fall on a public holiday.
- (viii) Hourly Rates shall be calculated by dividing the appropriate weekly wages by the ordinary weekly hours.
- (ix) 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.
- (x) Morning Shift means ordinary daily working hours that commence after 4am and before 5.30am, Monday to Friday inclusive, except a public holiday.
- (xi) 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.
- (xii) Ordinary Rate means the weekly rate of wages prescribed for a classification in this Award.
- (xiii) 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.
- (xiv) Primary Care Giver means a person who assumes the principal role of providing care and attention to a child.
- (xv) Resignation means voluntary termination of employment by the employee in accordance with this Award.
- (xvi) Salaried Division means that division of the service consisting of employees appointed to classifications prescribed by this Award.
- (xvii) Saturday Shift means ordinary daily working hours the major proportion of which fall between midnight Friday and midnight Saturday.
- (xviii) Shift Work means 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 shall be deemed to be a shift worker.
- (xix) Spouse includes a de facto or former spouse.
- (xx) Sunday Shift means ordinary daily working hours the major proportion of which falls between midnight Saturday and midnight Sunday.
- (xxi) Union means an organisation of employees registered under the New South Wales *Industrial Relations Act 1996*.

**PART B****MONETARY RATES****Table 1****Clause 7 - Rates of Pay**

Annual Pay rates				
Grade	Entry	Step 1	Step 2	Step 3
Trainee Grade 1	\$25,545			
Trainee Grade 2	\$29,392			
Trainee Grade 3	\$33,549			
Trainee Grade 4	\$37,787			
1	\$38,591			
2	\$40,268			
3	\$42,828			
4	\$44,184			
5	\$45,377	\$46,965	\$48,610	\$50,066
6	\$46,581	\$48,215	\$49,903	\$51,398
7	\$48,170	\$49,859	\$51,604	\$53,155
8	\$50,185	\$51,944	\$53,765	\$55,377
9	\$53,387	\$54,725	\$56,093	\$57,494
10	\$56,595	\$58,009	\$59,459	\$60,946
11	\$61,386	\$62,918	\$64,494	\$66,107
12	\$66,597	\$68,260	\$69,968	\$71,719
13	\$71,846	\$73,639	\$75,479	\$77,369

Grade	On Appointment	Leadership Criteria in accordance with Clause 6 (ii) of this award
14	\$79,410	\$81,393
15	\$85,172	\$87,301
16	\$90,949	\$93,222
17	\$98,928	\$101,401
18	\$107,364	\$110,052

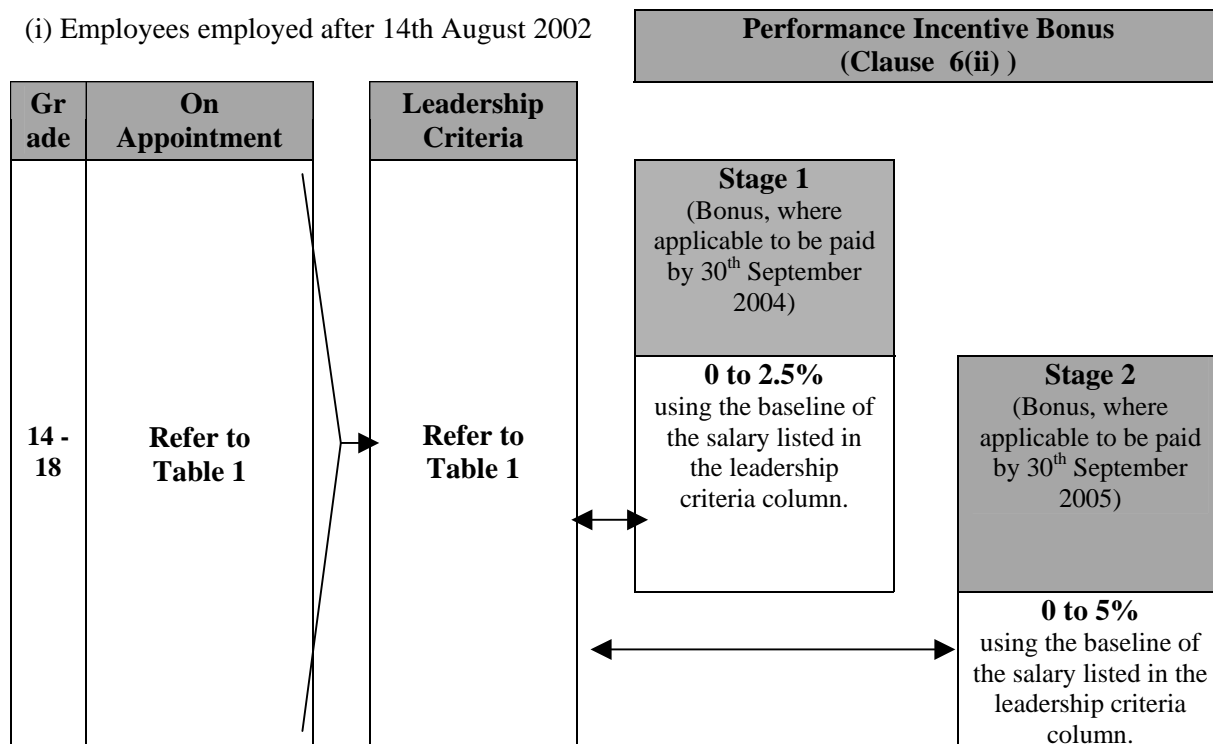
**Table 2****Clause 25 - Tool Allowance**

Annual Tool Allowances	
Classification	Annual Rate
Bricklayer	\$969
Carpenter and Plumber	\$1,305
Metal and Mechanical Trades	\$1,305
Painter and Signwriter	\$394
Plasterer	\$1,108
Electrician	\$871
Stonemason	\$1,305

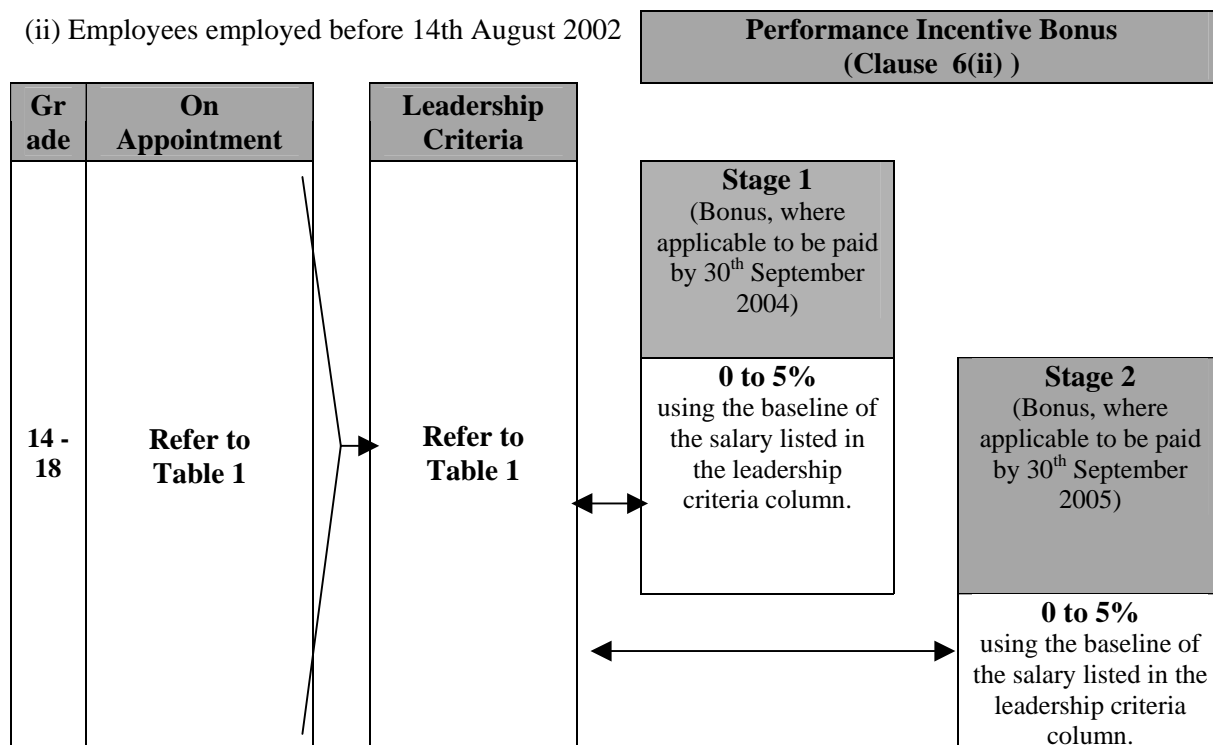
**Table 3**

**Clause 6 - Performance Incentive Bonus Scheme**

(i) Employees employed after 14th August 2002



(ii) Employees employed before 14th August 2002



**PART C****AWARD COVERAGE****Table 1 - 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	Appointments as made within the respective grades, Grade 6 to Grade 13.
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	
Specialist Categories & Senior Managers	Appointments as made within the respective grades, Grades 14 to 18.

**SCHEDULE A**

Transitional Arrangements, Savings and Adjustments

South Sydney Salaried Staff Award 2010

1. Paid Paternity or Partner Leave provisions in accordance with Clause 18 E vi b and 18 E vi c will apply where the child referred to in Clause 18 E is born on or after 10 April 2010. The employee shall, if

- required, establish by either production of a copy of the birth certificate or certification from a medical practitioner, the date of birth of the child.
2. Paid Maternity Leave provisions in accordance with Clause 18 E vii a will apply where the child referred to in Clause 18 E is born on or after 10 April 2010. The employee shall, if required, establish by either production of a copy of the birth certificate or certification from a medical practitioner, the date of birth of the child.
  3. Paid Adoption Leave provisions in accordance with Clause 18 E viii a will apply where the child referred to in Clause 18 E is adopted on or after 10 April 2010. The employee shall, if required, establish by the production of a statement from an adoption agency or another appropriate body, the date of adoption of the child.
  4. The weekly rate of pay referred to in Clauses 18 E 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.
  5. Paid Bereavement Leave in accordance with Clause 18 B iii will only apply in relation to the death, of a parent, spouse or child, on or after 10 April 2010.
  6. Notwithstanding any other provisions of this Award, the rate of pay to an employee under this provision:-
    - a. shall not be less than the rate payable to the employee under the Award, as varied, rescinded and replaced by this Award for the classification of the said rescinded Award, as varied, to which the employee was substantively appointed immediately prior to the date of the making of this Award; and
    - b. the increases in pay rates provided in this award have been varied to incorporate all increases in pay rates flowing from State Wage Case decisions.

J. P. GRAYSON *D.P.*

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Printed by the authority of the Industrial Registrar.

**SOUTH SYDNEY CITY COUNCIL WAGES STAFF AWARD 2010**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 1665 of 2008)

Before Mr Deputy President Grayson

7 April 2010

**REVIEWED AWARD****1. Arrangement**

## PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Statement of Intent
4.	Anti-Discrimination
5.	Grievance and Dispute Settlement Procedures
6.	Classification Structure
7.	Rates of Pay
8.	Salary Sacrifice
9.	Payment of Wages
10.	Terms of Employment
11.	Hours of Work (including shift work)
12.	Part-time Employment
13.	Casual Employment
14.	Consultative Committee
15.	Higher Grade
16.	Penalty Rates
17.	Overtime
18.	Leave Entitlements <ul style="list-style-type: none"> <li>A. Annual Leave</li> <li>B. Bereavement Leave</li> <li>C. Personal Carer's Leave</li> <li>D. Long Service Leave</li> <li>E. Parental Leave</li> <li>F. Sick Leave</li> <li>G. Other Leave</li> </ul>
19.	Public Holidays
20.	Union Picnic Day
21.	Calculation of Service
22.	Uniforms, Clothing and Safety
23.	Workplace Efficiency
24.	Exemption from Industrial Action
25.	Tool Allowance
26.	Travelling Expenses
27.	Meal Breaks
28.	Payment to Dependants of a Deceased Employee
29.	Delegates Rights and Duties
30.	Use of External Resources (Contractors)

31. Termination of Employment
32. Workplace Change and Redundancy
33. Definitions

## PART B

### MONETARY RATES

- Table 1 - Rates of Pay  
Table 2 - Tool Allowance

## PART C

### AWARD COVERAGE

- Table 1 - Categories of Employees

Schedule A - Transitional Arrangements, Savings and Adjustments

## 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 following awards:

The City of Sydney Wages / Salary Award 2010, as amended

South Sydney City Council Salaried Officers Award 2010, as amended and

the Local Government (State) Award 2007, as amended.
- (ii) This Award shall be known as the South Sydney City Council Wages Staff Award 2010.
- (iii) This Award shall cover positions and grades referred to in Part C - Table 1 of this Award and to any other subsequent positions created under this Award.
- (iv) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the South Sydney City Council Wages Staff Award 2002 published 16 May 2003 (339 I.G. 451), as varied.
- (v) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 10 April 2010.
- (vi) This award remains in force until varied or rescinded, the period for which it was made having already expired.



### 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 bound by this award to seek to achieve the object in Chapter 1 section (3) (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

### 5. Grievance and Dispute Settlement Procedures

- (i) In the event of a grievance or dispute the following procedure shall apply;
  - (a) The employee(s) shall notify the supervisor in writing, giving details of the grievance or dispute and the remedy sought.
  - (b) A meeting will then be held between the employee(s) and the supervisor at the earliest possible time to attempt to resolve the grievance or dispute.
  - (c) The grievance or dispute must initially be dealt with as close to the source as possible. If unresolved, the grievance or dispute may be referred to the next level of supervision for consideration.
  - (d) If the matter remains unresolved, the employee(s) may request that it be referred to their divisional Director. A further meeting between the parties shall take place as soon as possible.
  - (e) If the matter remains unresolved, the Director shall provide the employee(s) with a written response detailing the reasons for not implementing any proposed remedy.
  - (f) If the matter remains unresolved it may be referred to the employee's union representative and/or the Chief Executive Officer with the view to further discussion about the problem.
- (ii) During this procedure:
  - (a) Reasonable time limits must be allowed for completion of the various stages of discussion.
  - (b) A union delegate or another employee may assist the employee(s) pursuing the grievance or dispute.
  - (c) The work practices existing prior to the dispute shall, as far as practical, continue to proceed as normal.
- (iii) The parties to this award shall observe the Grievance and Dispute Settlement Procedure as set out in this clause where the emphasis shall be placed on achieving a negotiated settlement.
- (iv) However, if the negotiated process is exhausted without the grievance or dispute being resolved, the parties may jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance.

## 6. 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 shall be based on the acquisition and application of additional skills over a prescribed period, which shall 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.

## 7. Rates of Pay

- (i) The rates of pay are set out in Table 1 of Part B of this Award.
- (ii) The rates of pay detailed at entry point and at each of the steps 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.
- (iii) 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%
- (iv) Progression Between the Levels of the Classification Structure as Detailed in Clause 6 - Classification Structure, Shall 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 Shall be a Minimum of 12 Months.

## 8. Salary Sacrifice

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

## 9. Payment of Wages

- (i)
  - (a) The Council will pay the weekly wage due to each employee directly into an account bearing the employee's name at a mutually agreed financial institution (referred to as the nominated account) subject to the following;
    - (1) The Council reserves the right to limit the definition and number of financial institutions that can be nominated.
    - (2) Employees must supply full details of the nominated account to the Council prior to commencing their employment.
  - (b) 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.

- (ii) 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).

### **10. 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 shall, 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 prospective duration of the absence.
- (iii)
  - (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 shall not make any deduction from wages for time lost owing to wet weather, provided that the employee;
    - (1) shall continue working until such time as the supervisor orders work to cease,
    - (2) shall stand by as directed by the supervisor, and
    - (3) shall 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 furnish an explanation in writing for the absence satisfactory to the Council, the employee's employment shall be deemed to have abandoned their employment.
- (v)
  - (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 shall carry out such duties as directed, including duties of a higher grade position.
  - (c) Where an employee is directed to perform work for which a lower grade, the employee shall not suffer any reduction in rate of pay as a result of this arrangement.

### **11. Hours of Work**

- (i) Spread of Hours - General
  - (a) The ordinary hours of employees shall 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 shall not exceed 12 hours on any one day.
  - (c) Except in cases of emergency (to be determined by the Council), the Council shall not alter the starting and finishing time of any employee without first giving 7 days notice of the change.
- (ii) Arrangement of Hours
  - (a) In respect of 36.25 hours per week employees, 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) In respect of 38 hours per week employees, the ordinary hours of work may be arranged so as not to exceed 76 hours within 2 weeks or 152 hours within 4 weeks.
- (iii) Spread of Hours - Shiftworkers
- (a) The ordinary hours of a shift worker shall be worked in shifts as rostered between Saturday to Friday inclusive, as follows;
- (1) Motor Mechanics on night shift at the garage shall work 32 hours per week in not more than 5 shifts in 7 consecutive days,
  - (2) Cleansing Service Operators on night cleansing duties shall work 32 hours per week, and
  - (3) all other shiftworkers shall work 38 hours per week between 6.00am and 8.00pm.
- (b) For the 32 hours per week employees prescribed in paragraphs (1) and (2) of this subclause, a shift penalty of 11.5 per cent shall 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 16 - Penalty Rates) carried over from the former Sydney City Council (as a result of boundary changes and or amalgamations prior to 8 May 2003).
- (iv) Shiftworker - General
- (a) A "Caretaker" or "Emergency Services Officer" may be required to work broken shifts provided that not more than 2 shifts shall be worked without payment of overtime in any one day.
- (b) Other than provided in paragraph (a), a shiftworker shall 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 shall be rostered and the starting and ceasing time of ordinary working hours shall be shown in this roster.
- (d) There shall be an interval of at least 8 hours between termination of any shift and commencement of the next succeeding shift.
- (v) Changes in Hours Arrangements by Agreement - A different arrangement or spread of hours to that set out in subclauses (i), (ii), (iii) and (iv) 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 or association.
- (vi) 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 shall not be transferred to shift work until the dispute has been resolved.
- (b) The provisions of paragraph (a) of this subclause shall 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 shift worker temporarily absent from duty.
- (vii) 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 a nineteen day month. Time worked during these periods shall be treated as the ordinary hours of duty for the employee(s) concerned.

### **12. Part-Time Employment**

- (i) A part time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees employed by the Council, but such days shall not be less than 1 day per week and such hours shall not be less than 4 hours per week and shall be worked in accordance with Clause 11, Hours of Work of this Award.
- (ii) Prior to commencing part-time work, Council and the employee shall 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 shall be worked and the commencing and finishing times for the work
  - (b) The nature of the work to be performed
  - (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 shall 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 shall be paid for the hours normally worked on that day.

### **13. Casual Employment**

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid an hourly rate for ordinary hours worked in accordance with Clause 11, Hours of Work.
- (iii) Overtime shall be paid where a casual employee works outside the ordinary hours for that position.
- (iv) Loading - In addition to the amounts prescribed by subclause (ii) of this Clause, a twenty five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall be paid in lieu of all leave and public holidays prescribed by the Award.

### **14. 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 effecting 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.

### 15. Higher Grade

- (i) An employee, required to perform the normal duties of a position which is at a higher grade within the wages system, shall be paid the entry level for that grade, provided;
  - (a) the payment in the higher grade position shall be a minimum increase of 2.5%,
  - (b) the payment shall be made for the time actually spent relieving in the higher position, and
  - (c) where an employee acts higher grade for a period of 4.5 hours, the higher grade will be paid for the full day.
- (ii) An employee who is appointed to a higher position shall be paid the rate of the higher classification from and inclusive of the date of appointment.
- (iii)
  - (a) Where a vacant position has been filled by a higher grade appointment for a period of three months, the Council shall take the necessary steps to make a permanent appointment to the position.
  - (b) This provision shall not apply to a position vacated on approved leave.
- (iv) On-the-job-training - The provision of this Clause shall 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.

### 16. 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 subclause (a) (1)) - ordinary rates plus 15%.
    - (2) Afternoon Shifts (as defined in subclause (a) (2)) - ordinary rates plus 15%.
    - (3) Night Shifts (as defined in subclause (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 32 Hour Week Workers:-
  - (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 subclause (c) (1)) - ordinary rates plus 25%.
  - (3) Sunday Shifts (as defined in subclause (c) (2)) - ordinary rates plus 75%.
  - (4) Public Holiday Shifts (as defined in subclause (c) (3)) - ordinary rates plus 150%.
- (ii)
  - (a) Transfer of Employee to Shift Work - Except as provided for in paragraph (b) of this subclause, a day worker required by the Council to transfer to shift work shall 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, shall 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 shall 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 shall not apply to a Caretaker in receipt of free quarters.

### 17. 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, shall 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 shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (iv) Sunday - Overtime worked on Sunday shall be paid for at the rate of double time.

- (v) Public Holidays
  - (a) Overtime worked on a Public Holiday as prescribed by this award shall 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 shall be paid for at the rate of triple time.
  - (c) The payments prescribed in paragraphs (a) and (b) shall be 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, shall 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 shall 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 shall provide, or pay for, suitable transport direct to the employee's home.
- (ix) Minimum Payment - an employee who has ceased work and returned home shall, 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 shall 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 shall 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, shall 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 shall be paid at double ordinary rates until such time as the ten hour break is granted.
- (xi) 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 shall 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.
- (xii) Shiftworkers
  - (a) Non continuous overtime - a shift worker called back to work overtime shall be paid at the rate of double time.
  - (b) Public Holidays
    - (1) Overtime worked by a shiftworker on a Public Holiday shall be paid at the rate of double time and one half.



- (2) Any time worked by a shift worker on a Public Holiday that falls between the employee's ordinary rostered working hours shall not be regarded as overtime and shall be paid for at the appropriate penalty rates.

## **18. Leave Entitlements**

### **A. ANNUAL LEAVE**

- (i) Annual Leave shall 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 shall 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)
- (a) Notice by Council - The Council shall 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)
- (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 shall 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 shall 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 shall 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 shall pay to the employee, or the duly authorised legal representative of the employee, all annual leave due to the employee. This shall include payment for any annual leave due to the employee on a proportionate basis. The amount payable shall 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 shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include;
- (a) a spouse of the employee; or
  - (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; or
  - (c) a child or an adult child (including an adopted child, step child, 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; or
  - (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 shall 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 shall 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 sub-clause 23.1 paragraphs (a) to (e) above.
  - b. Council and the employee shall 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**

- (ii) 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.

- (iii) The entitlement to use leave in accordance with this section C is subject to the employee being responsible for the care and support of the Person Concerned.

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; or
- (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; or
- (c) a child or an adult child (including an adopted child, step child, 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; or
- (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 shall 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 (iv) above.
- (vii) The employee shall, 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 shall, wherever practicable, give the Council notice prior to the 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 shall 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 (ii)
- (xi) Personal Carers entitlements for casual staff:
  - (a) Subject to the evidentiary and notice requirements in (vi) to (ix), 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 (ii)) 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 shall 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.

#### **CA - 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 shall 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 shall 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 shall 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)

(a)

(1) An employee shall 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

(2) Long service leave shall 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, shall be paid the monetary equivalent of all long service leave accrued but not taken by the employee at the date of termination. The entitlements shall 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 long service 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 leave.

(vi)

(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 shall be deemed to be service with Council.

(b) Continuity of service shall 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* as amended and the (NSW) Family Provisions Case 2005.
- (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 Clause E (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:
    - (i) If applicable, the period of any maternity leave sought or taken by the employee's spouse or partner, and
    - (ii) 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 shall 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 shall 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:

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

An employee, entitled to adoption leave, who adopts a child under the age of 5 years shall 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 care-giver of their child

- (c) For the purposes of this Clause, spouse includes a de facto spouse.

## (ix) 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.

## (x) 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;
  - (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 shall 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 (x)(a)(ii) and (x)(a)(iii) must be recorded in writing.
  - (d) Request to return to work part-time - Where an employee wishes to make a request under (x)(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.
- (xi) 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:
    - (i) 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
    - (ii) 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 shall 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 shall 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 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 shall be cumulative from year to year
  - (d) Part-time employees shall 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 shall contact their supervisor or designated person as soon as practicable.
  - (b) Where possible the employee shall 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 on sick leave is likely to extend for a period longer than 5 days, the employee shall 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 shall 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 shall 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; or
  - (b) when the absence is likely to be for a period which will exhaust the employees entitlements to be paid sick leave; or
  - (c) the employee is ill so frequently as to raise the question of fitness to carry out the duties of their substantive position.
  - (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 shall 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 shall count as service provided
    - (i) the maximum period or periods of sick leave without pay does not exceed a total of 60 days.
- (vii) Public holidays or rostered recreation days occurring during a period of absence due to sick leave, shall 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) months immediately proceeding 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 shall 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
  - (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 shall 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 the employee is paid for jury service and what an employee would have been paid if they had worked their rostered hours.

#### **19. Public Holidays**

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen'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 subclause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- (iii) Where a holiday occurs on a day on which an employee is rostered off while employed on a rotating roster system, the employee shall be paid an ordinary day's pay for that day. This payment shall 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 shall 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 shall not be entitled to payment for the holiday.

#### **20. Union Picnic Day**

- (i)
  - (a) Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be held on a day that is agreed to by the Council and the Union(s).
  - (b) The union(s) shall 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 shall 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.

## 21. Calculation of Service

- (i) For the purpose of this award, the following periods shall 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 shall 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 shall be aggregated so that the maximum available throughout the employee's employment with Council shall 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 shall be entitled to have counted as service one additional week for each year of the employee's service.

## 22. Uniforms, Clothing and Safety

- (i) Where the Council provides an employee with a uniform or safety/protective clothing, including safety footwear;
  - (a) The Council shall pay for the cost of clothing.
  - (b) The employee shall wear and use such clothing (including footwear) to achieve the purpose for which it was supplied.
  - (c) The Chief Executive Officer shall determine the style, nature, quality and quantity of clothing.
  - (d) Lost or damaged clothing due to an employee's misuse or negligence shall be replaced or paid for by the employee to whom the clothing was issued.
- (ii)
  - (a) All employees will comply with safety regulations and wear all safety equipment and clothing at all times.
  - (b)
    - (1) 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 shall receive no pay for the absence.

- (2) An employee who continues to breach the provisions of this clause will be subject to disciplinary action.

### **23. 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 shall 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, shall 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 procedure and improved and more efficient working methods where reasonable and will cooperate in reducing costs where practicable.

### **24. Exemption from Industrial Action**

The unions agree that the following permanent exemptions shall 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, shall be exempt from all industrial action;
- (iv) watering and care of all horticultural material, including nursery stock, seedlings, specialised turf sporting areas and complexes shall be exempt;
- (v) at the Administrative Offices and Council Chambers, the following shall 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;
- (g) watching services required by law at Council's depots shall be exempt from all industrial action.

### **25. Tool Allowance**

- (i) The Council shall provide all necessary tools for all employees, except a tradesperson in receipt of a tool allowance.
- (ii)
  - (a) The rate per week for tool allowances is set out in Table 2 of Part B of the Award.
  - (b) The allowance paid shall 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 shall;
  - (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 shall, if requested to do so, provide the Council with a list of tools used.
- (v) The Council shall 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.

### **26. 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, shall be arranged mutually between the employee and the appropriately authorised Council employee.

### **27. Meal Breaks**

- (i) Unpaid Breaks - An unpaid break of a minimum of 30 minutes shall 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 shall be granted a meal break not exceeding 20 minutes. Where an employee is required to work a further 4 hours following the first 2 hours of overtime a break of 20 minutes shall be taken each subsequent 4 hours worked.
  - (b) Shiftwork - An employee working shiftwork shall be granted a paid crib break of 30 minutes in each shift.
- (iii) All meal and crib breaks shall be taken at the direction of the Council.
- (iv) Meal and crib breaks shall not be regarded as an interruption to overtime.
- (v)
  - (a) Except in cases of extreme emergency, an employee shall not be required to work continuously for more than 5 hours without a meal or crib break.
  - (b) Where this is required, an employee shall 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.

#### **28. 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 shall be paid by the Council to the estate of the deceased employee upon notification.

#### **29. Delegates' Rights and Duties**

- (i) The parties agree that the following procedures shall be followed to ensure that issues taken up by delegates on behalf of union members do not interfere or disrupt workplace operations or efficiency.
- (ii) Notification of Delegates - The union shall notify the Council in writing the name(s) of delegate(s) elected to represent their union within 48 hours of their election.
- (iii) Conducting Union Business
  - (a) Before attending union business or meetings arranged with Council management, delegates shall notify their supervisor prior to leaving and immediately upon their return to the workplace. Delegate(s) shall also advise their supervisor of the estimated time they will be absent from the workplace.
  - (b) Failure to follow the provision set out in (a) above may result in the delegate concerned not being paid for the period of absence away from the workplace.
  - (c) Supervisors will not unreasonably withhold permission for a delegate to carry out union business on behalf of the members they represent.
  - (d) Delegates will also observe these procedures and recognise the need to balance their absence from the job on union business with the requirement for acceptable work performance.
- (iv) It is the duty of union delegates in performing their functions to follow all requirements lawfully imposed by the Council.

- (v) Annual Conference - Council will allow delegates, who are elected to attend the union's annual conference, paid leave of absence for the duration of the conference, provided that where there is more than one accredited delegate per union, such leave with pay shall be at the discretion of the Chief Executive Officer.

### 30. 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 23 - 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.

### 31. Termination of Employment

The Council will apply the *Industrial Relations Act*, 1996 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. It will also apply the matters set out in this clause.
- (ii) The *Industrial Relations Act*, 1996 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 shall 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 shall 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	3 weeks
5 years and beyond	4 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:
    - (i) theft; or
    - (ii) fraud; or
    - (iii) assault; or
  - (b) the employee being intoxicated at work; or
  - (c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; or
  - (d) 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 Dispute 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; and/or
  - (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 shall, upon request, be given a certificate of service in writing. Such certificate of service shall contain information as to the length and nature of the employment of the employee.



- (xiii) Council shall, provide an employee whose employment has been terminated, an "Employment Separation Certificate" in the form required by the relevant government department or agency.

### 32. 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 shall notify the employees who may be affected and the union to which they belong.
- (b) A 'significant effect' could include:
- Termination of employment,
  - Major changes to the composition, operation, skill requirements or size of Council's workforce,
  - The elimination or diminution of job opportunities, promotion or job tenure,
  - The alteration of hours of work,
  - The need for retraining or transfer of employees to other work or locations, and
  - The restructuring of jobs

(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 affects.
- (b) Council shall 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 shall be entitled to three months notice of termination or payment in lieu of such notice.
- (c) Notice or payment of notice under this subclause shall count as service for the purposes of calculating leave entitlements.
- (vi) During a period of notice of termination given by Council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by Council the employee shall provide proof of attendance at an interview.
- (vii) Redundancy Entitlements

In addition to any required period of notice as provided in subclause (v) of this Clause, an employee shall 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

In addition, an employee shall be entitled to any other benefits determined by Council policy, to apply in relation to redundancy arrangements.

- (viii) Council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the 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.

### 33. Definitions

- (i) Afternoon Shift means ordinary daily working hours which 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) 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).
- (vi) Dismissal means termination of the services of an employee for reasons of serious misconduct.
- (vii) Employee means a person appointed to a classification prescribed by the Award.
- (viii) 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.
- (ix) Holiday Shift means the ordinary daily working hours of a shift worker, the major portion of which fall on a public holiday.
- (x) Hourly Rates shall be calculated by dividing the appropriate weekly wages by the ordinary weekly hours.
- (xi) Maternity Leave is leave taken by a female employee in connection with the pregnancy of the birth of a child of the employee. Maternity Leave consists of an unbroken period of leave.
- (xii) 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.
- (xiii) Morning Shift means ordinary daily working hours which commence after 4.00am and before 5.30am, Monday to Friday inclusive, except a public holiday.
- (xiv) Ordinary Rate means the weekly rate of wages prescribed for a classification in this Award.
- (xv) Paternity or Partner Leave is leave taken by a male or same sex employee in connection with the birth of a child of the employee or the employee's spouse.
- (xvi) Primary Care Giver means a person who assumes the principal role of providing care and attention to a child.
- (xvii) Resignation means voluntary termination of employment by the employee in accordance with this Award.
- (xviii) Shift Work means work regularly carried on outside the normal spread of hours during times set out in a roster.
- (xix) Spouse includes a de-facto or former spouse.
- (xx) 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).
- (xxi) Union means an organisation of employees registered under the New South Wales *Industrial Relations Act 1996*.

**PART B**

**MONETARY RATES**

**Table 1**

**Clause 7 - Rates of Pay**

Annual Pay Rates				
Apprentices		Trainees		Rate per annum
Apprentice Year 1		15 years of age or School Certificate		\$25,545
Apprentice Year 2		16 years of age or School Certificate		\$29,392
Apprentice Year 3		17 years of age		\$33,549
Apprentice Year 4		18 years of age or Higher School Certificate		\$37,787
Trades and Non Trades				
Grade	Entry Salary	Step 1	Step 2	Step 3
1	\$38,591			
2	\$40,268			
3	\$42,828			
4	\$44,184			
5	\$45,377	\$46,965	\$48,610	\$50,066
6	\$46,581	\$48,215	\$49,903	\$51,398
7	\$48,170	\$49,859	\$51,604	\$53,155
8	\$50,185	\$51,944	\$53,765	\$55,377

**Table 2**

**Clause 25 - Tool Allowance**

Annual Tool Allowances	
Classification	Annual Rate
Bricklayer	\$969
Carpenter and Plumber	\$1,305
Metal and Mechanical Trades	\$1,305
Painter and Signwriter	\$394
Plasterer	\$1,108
Electrician	\$871
Stonemason	\$1,305

**PART C****AWARD COVERAGE****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)

**Schedule A****Transitional Arrangements, Savings and Adjustments**

## South Sydney Wages Staff Award 2010

1. Paid Paternity or Partner Leave provisions in accordance with Clause 18 E vi b and 18 E vi c will apply where the child referred to in Clause 18 E is born on or after 10 April 2010. The employee shall, if required, establish by either production of a copy of the birth certificate or certification from a medical practitioner, the date of birth of the child.
2. Paid Maternity Leave provisions in accordance with Clause 18 E vii a will apply where the child referred to in Clause 18 E is born on or after 10 April 2010. The employee shall, if required, establish by either production of a copy of the birth certificate or certification from a medical practitioner, the date of birth of the child.
3. Paid Adoption Leave provisions in accordance with Clause 18 E viii a will apply where the child referred to in Clause 18 E is adopted on or after 10 April 2010. The employee shall, if required, establish by the production of a statement from an adoption agency or another appropriate body, the date of adoption of the child.
4. The weekly rate of pay referred to in Clauses 18 E 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.
5. Paid Bereavement Leave in accordance with Clause 18 B iii will only apply in relation to the death, of a parent, spouse or child, on or after 10 April 2010.
6. Notwithstanding any other provisions of this Award, the rate of pay to an employee under this provision:-
  - a. shall not be less than the rate payable to the employee under the Award, as varied, rescinded and replaced by this Award for the classification of the said rescinded Award, as varied, to which the employee was substantively appointed immediately prior to the date of the making of this Award; and
  - b. the increases in pay rates provided in this award have been varied to incorporate all increases in pay rates flowing from State Wage Case decisions.

J. P. GRAYSON *D.P.*

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Printed by the authority of the Industrial Registrar.

**SERIAL C7464****CLOTHING TRADES (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(Nos. IRC 314 and 315 of 2010)

Before The Honourable Justice Marks

12 May 2010

**ORDER**

The Commission orders that -

1. The Industrial Committee, known as the Clothing Trades (State) Industrial Committee, published 31 August 2007 (363 I.G. 729), be dissolved.
2. There be established a new Clothing Trades (State) Industrial Committee for the Industries and Callings of -

All persons engaged in -

- (a) making and/or repairing and/or altering the whole or any part of any male or female garment or of any article of wearing apparel whatsoever, made from material of any description, including all articles of neckwear and excluding only boots, shoes, slippers, gloves and headwear, except as provided in (b);
- (b) making and/or trimming and/or blocking and/or repairing and/or altering and/or remodelling all articles of women's and girl's headwear, excepting male employees engaged in blocking by hand or machines;
- (c) making and/or repairing and/or altering any description of umbrella other than canvas umbrellas;
- (d) making and/or repairing and/or altering any description of handkerchiefs, serviettes, pillowslips, pillowshams, sheets, tablecloths, towel, quilts, aprons, mosquito nets, bad valances, or bed curtains;
- (e) embroidering or otherwise ornamenting any of the abovementioned articles, including the making and/or manufacturing or such ornamentations as are made of textiles, felts or similar fabrics;
- (f) in or in connection with the manufacture of artificial flowers;
- (g) making and/or altering and/or remodelling and/or repairing of all types of garments or articles, other than toys, made in the establishment of a furrier;
- (h) the making of chenille and the making and/or repairing and/or altering of articles of all descriptions as are made of chenille;

in the State of New South Wales, excluding the County of Yancowinna;

excepting employees employed in the making and/or repairing of furnishing drapery and/or quilts in a furniture or furnishing drapery factory or establishment, including retail store or warehouse;

and excepting employees within the jurisdiction of the Rubber Workers (State), the Plastic Moulding (State) and the Textile Workers (State) Industrial Committee.

3. The said Committee shall consist of two representatives of employers and two representatives of employees with the final position being such other person as the Industrial Registrar or the Deputy Industrial Registrar may nominate as Chairman of the Industrial Committee.
4. The representatives of employers shall be appointed, upon nomination, as prescribed by Australian Business Industrial, the Australian Retailers Association New South Wales Division, and the Australian Federation of Employees and Industries.
5. The representatives of employees shall be appointed, upon nomination, as prescribed by the Transport Workers Union of New South Wales.
6. This order shall take effect on and from 12 May 2010 and shall remain in force for a period of three years thereafter.

F. MARKS *J.*

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SERIAL C7462

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA10/17 - State Transit Authority Division of the Government Service Newcastle Ferry Masters Enterprise Agreement 2009**

**Made Between:** State Transit Authority Division of the NSW Government Service -&- the Australian Maritime Officers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 15 April 2010 and commenced 1 January 2009.

**Description of Employees:** The agreement applies to all employees employed by State Transit Authority Division of the Government Service located at 219 - 241 Cleveland St. Strawberry Hills NSW 2010, who falls within the coverage of the Port Services Award 1998.

**Nominal Term:** 24 Months.

**EA10/18 - The City of Sydney Enterprise Agreement 2010**

**Made Between:** Council of the City of Sydney -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

**New/Variation:** Replaces EA02/363.

**Approval and Commencement Date:** Approved 12 April 2010 and commenced 10 April 2010.

**Description of Employees:** The agreement applies to all employees (not apply to senior employees of DLG Contracts) employed by The Council of the City of Sydney, located at Town Hall House, Sydney NSW 2000, who fall within the coverage of the following awards: Local Government (State) Award 2007, The City of Sydney Wages/Salary Award 2010, South Sydney City Council Wages Staff Award 2010, and the South Sydney City Council Salaried Officers Award 2010.

**Nominal Term:** 27 Months.

**EA10/19 - Pittwater Council Rangers' Agreement 2010**

**Made Between:** Pittwater Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 31 March 2010.

**Description of Employees:** The agreement applies to all employees employed by Pittwater Council, located at Unit 9, 5 Vuko Place, Warriewood NSW 2102, who fall within the coverage of the Local Government (State) Award 2007.

**Nominal Term:** 36 Months.

**EA10/20 - Blacktown City Council Enterprise Agreement 2009**

**Made Between:** Blacktown City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

**New/Variation:** Replaces EA06/224.

**Approval and Commencement Date:** Approved 9 April 2010 and commenced 1 November 2007.

**Description of Employees:** The agreement applies to all employees employed by Blacktown City Council, located at 62 Flushcombe Road, Blacktown NSW 2148, who fall within the coverage of the Local Government (State) Award 2007.

**Nominal Term:** 48 Months.

**EA10/21 - State Transit Authority Division of the Government Service Newcastle Ferry Operations, General Purpose Hand Enterprise (State) Agreement 2009**

**Made Between:** State Transit Authority Division of the NSW Government Service -&- the Australian Maritime Officers' Union of New South Wales.

**New/Variation:** Replaces EA04/293.

**Approval and Commencement Date:** Approved 4 May 2010 and commenced 1 January 2009.

**Description of Employees:** The agreement applies to employees whose classification is listed in Part B Table 1, employed by State Transit Authority Division of the Government Service, located at Level 1, 219-241 Cleveland St. Strawberry Hills NSW, who fall within the coverage of the State Transit Authority of NSW Ferries (State) Award.

**Nominal Term:** 24 Months.

**EA10/22 - Fairfield City Council (Concessional Leave) Enterprise Agreement 2009**

**Made Between:** Fairfield City Council -&- the Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

**New/Variation:** Replaces EA00/239.

**Approval and Commencement Date:** Approved and commenced 10 May 2010.

**Description of Employees:** The agreement applies to all employees employed by Fairfield City Council, located in Fairfield NSW 2165 who falls within the coverage of the Local Government (State) Award 2007.

**Nominal Term:** 5 Months.

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SERIAL C7463

**CONTRACT AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

**CA10/2 - Veolia Environmental Services Pty Ltd NSW Hunter Region Carriers Agreement 2009**

**Made Between:** Veolia Environmental Services Pty Limited -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 7 May 2010 and commenced 1 July 2009.

**Description of Employees:** The Contract agreement applies to all Carriers engaged by Veolia Environmental Services, located at Unwin & Shirley Street, Rosehill, who fall within the coverage of the Transport Industry General Carriers Contract Determination.

**Nominal Term:** 24 Months.

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