

The City of Sydney

Wages/Salary

Award 2014

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CLAUSE 1 – TITLE

1.1 This Award will be referred to as *The City of Sydney Wages/Salary Award 2014*.

CLAUSE 2

This clause has been intentionally left blank.

CLAUSE 3 – APPLICATION, AREA, INCIDENCE, OPERATION AND DURATION OF THE AWARD

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

- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (trading as the “United Services Union”);
- The Local Government Engineers' Association of New South Wales;
- The Development and Environmental Professionals' Association;

3.2 The Award is binding on 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 or replaced;
- South Sydney City Council Salaried Officers Award 2010, as amended or replaced.

3.3 The Award does not apply to senior staff as defined in section 332 of the *Local Government Act 1993 (NSW)* whose employment is covered by the standard contracts referred to in section 338 of the *Local Government Act 1993 (NSW)*.

3.4 This Award rescinds and replaces the provisions of the City of Sydney Wages/Salary Award 2010.

3.5 Operation and Duration of Award

This Award will come into operation from the date that the Award is made by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.

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).

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 and Part 4, 21.9.

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).

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.

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 38 or the Salaried Division Section 3 - clause 45.

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 Salaried Division Section 3 - clause 44.

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 38 or Salaried Division Section 3 - clause 44.

5.5 Transfer of Employees

5.5.1 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.

5.5.2 Workplace Flexibility

- (a) The parties to this Award agree that to provide an efficient and effective level of service, staffing arrangements must continually address service demands and employees must be flexible to the City's requests to perform additional or other duties as necessary.
- (b) To meet service demands, from time to time, the City may require employees to transfer between divisions/positions within the same salary band or level.
- (c) The transfer of an employee to a new position will be carried out after considering the job requirements of the position and the employee's relevant experience, skills, abilities and knowledge.
- (d) An employee will not be placed in a position where they are unable or unqualified to meet that position's job requirements, unless training opportunities are also provided. It is the responsibility of the employee to notify the City if they believe they are unable or unqualified to meet a position's job requirements.
- (e) Subject to the provisions of sub-clauses 5.8.3, 5.9.4 and 12.10 transferring employees, for the purposes of this clause, will receive their existing rate of pay (i.e the employee's take home pay will not be reduced).

- (f) Transfers may involve changes to duties and functions. Where this occurs, employees may be required to undertake formal or on the job training to gain necessary skills and to be able to accept new responsibilities.
- (g) Where prior written approval is given, the City will bear the costs associated with any training which the employee is requested or required to undertake.

5.5.3 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.

5.5.4 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 Employee notice of Termination

5.7.1 Unless otherwise provided, an employee will give to the Council the following notice of their intention to terminate their employment;

- (a) An employee in Salaried Bands 1 to 6 or in the Wages Classification of the Award shall give to council 2 weeks’ notice of their intention to terminate their employment.
- (b) An employee in Salaried Bands 7 to 10 of the Award shall give to Council 4 weeks of notice of their intention to terminate their employment.

5.7.2 The council and an employee may agree to a shorter period of notice for the purpose of this sub-clause.

5.8 Employer Notice of Termination

5.8. 1 Unless otherwise provided, the Council shall give to an employee a period of notice of termination in accordance with the following scale or payment in lieu thereof:

- (a) For employees in Salaried Bands 1 to 6 or in the Wages Classification of the Award;

Employee’s Period of Continuous Service	Period of Notice
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks

3 years and less than 5 years

At least 4 weeks

5 years and beyond

At least 5 weeks

(b) For employees in Salaried Bands 7 to 10 of the Award – 4 weeks' notice.

5.8.2 The Council and an employee may agree to a shorter period of notice for the purpose of this sub-clause.

5.8.3 In cases of serious misconduct, the council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, sub-clause 5.8.1 shall not apply.

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 Employer 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 30 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 38 or Salaried Division Section 3 - clause 44.

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

Following examinations by two medical practitioners, one of whom may be nominated by the employee, Council may be satisfied that the employee is permanently medically unfit by reason of illness or injury to continue in employment. In such cases the Council may retire the employee from service. If the Employee and Council agree on the opinion of one medical practitioner, the Council is not obliged to refer the employee to a further medical practitioner.

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 Work 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 37 or Salaried Division Section 3 - Clause 45.

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 45)
- (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 45.2).

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; or

(b) Broken shifts.

6.4.2 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 + 200%

(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 + 200%	

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, to the 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.

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 A 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, shift work, overtime, on call, meal breaks, and allowance payments.

7.4 A 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 Unions (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 provisions of the *Public Holidays Act 2010* (NSW) shall apply and the days specified in the *Public Holidays Act 2010* (NSW) shall be observed as holidays and will be paid at ordinary daily rates of pay under this Award. In addition to the days specified in the *Public Holidays Act 2010* (NSW) other holidays proclaimed by the State or Federal Governments shall also be observed and paid at ordinary daily rates under this Award.

8.2 In addition to the days provided for in sub-clause (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 In addition to the prescribed holidays identified in sub-clause 8.1 and 8.2, the annual picnic day for the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union shall for the purposes of the Award also be regarded as a prescribed holiday.

8.3.2 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.

8.3.3 Proof of attendance for the annual picnic day 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 42 or Salaried Division Section 3 - clause 49.

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.

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 an employee has at least 10 consecutive hours off duty between the ordinary working hours of successive days.

9.2.2 For overtime worked outside of ordinary working days the employee must have at least 10 consecutive hours off duty between overtime shifts and the commencement of ordinary working hours

9.2.3 If an employee does not receive the break outlined above in sub-clause 9.2.1 and 9.2.2, 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.

9.3 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 39 or Salaried Division Section 3 - clause 46.

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. Employees opting to take time off in lieu will be granted the equivalent time off to the actual hours worked.

9.4 Public Holidays

9.4.1 Where an employee is required to work ordinary hours on a holiday as prescribed by this Award (where the time worked falls within the normal working hours were the day not a Public Holiday), the employee shall be paid treble time inclusive of the ordinary payment for the 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 directed to return back to their work location and 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 12noon 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 treble 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 39 or Salaried Division Section 3 - clause 46.

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 41 or Salaried Division Section 3- clause 47.

10.1.2 Shift work

- (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 – WORK HEALTH & SAFETY IN THE WORKPLACE

Work Health & Safety

11.1 The parties to this Agreement acknowledge that they are mutually responsible for providing a safe and healthy work environment. The parties will work co-operatively through the Work Health & Safety (WHS) Committee and other workplace consultative committees to ensure that employees may carry out their work free from the risk of injury or harm.

11.2 The City will continuously address hazards in the workplace through implementation of WHS Plans which may be added to or amended from time to time. WHS Plans will be used to identify, assess and control workplace hazards through consultation with employees and management.

11.3 The City will put in place and/or instruct employees on safe systems of work and all employees will comply with those safe systems of work and use the plant, equipment, and protective clothing provided safely and in the manner for which it is intended.

11.4 Employees who identify potential risks or hazards must immediately report the risk or hazard to their immediate supervisor or WHS Committee.

Rehabilitation

11.5 The City will provide and resource a workplace based rehabilitation program and rehabilitation co-ordinator in accordance with Work Cover statutory requirements.

11.6 The City's rehabilitation program will ensure that rehabilitation is commenced as soon as practicable following injury or illness and will ensure that appropriate duties are provided to assist in an early return to work. Participation in a rehabilitation program will not prejudice an employee.

11.7 Employees are required to formally notify their supervisor of any injury or illness as soon as possible. Employees must attend any medical or rehabilitation assessments required by the City and must cooperate with the City's directions in respect of the Rehabilitation Program.

First Aid Officer

11.8 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 – EMPLOYEES COMMENCING ON OR AFTER 5 NOVEMBER 2009

This clause applies to all employees who commence employment on or after 5 November 2009.

12.1 Council's Duty to Notify

- (a) Where Council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, 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 12.1 (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 12.1 (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 12.1 (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 affected 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 sub-clause 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) Five weeks' notice to terminate or pay in lieu thereof 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 Redundancy

- (a) This sub-clause shall apply where an employee is terminated due to redundancy. Council shall be exempt from the operation of this sub-clause 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 sub-clause (a) 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 thereafter	34 weeks pay
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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 A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,000 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the council or until the employee secures alternative employment, whichever is the sooner.

12.10 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 sub-clause, 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.

12.11 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.

12.12 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.

12.13 In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.

12.14 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.

12.15 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 redundancy pay than that contained on sub-clause (12.6) above if the council obtains acceptable alternative employment for an employee.

12.16 Nothing in this clause shall restrict an employee with ten years' service or more and Council from agreeing to further severance payments.

CLAUSE 13 – WORKPLACE CHANGE, REDUNDANCY AND REDEPLOYMENT– EMPLOYEES COMMENCING BEFORE 5 NOVEMBER 2009

This clause applies to all employees who commenced employment before 5 November 2009. The conditions which apply to these employees are set out in Appendix 6.

CLAUSE 14 – ANTI-DISCRIMINATION

14.1 It is the intention of the parties to this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

14.2 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 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.

14.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

14.4 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* (NSW);
- (d) A party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

14.5 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 15 – COMPETITIVE TENDERING

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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 16 - HIGHER DUTIES ALLOWANCE

16.1 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).

16.2 Permanent Appointment and Higher Grade Duties

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 42 or Salaried Division Section 3 – clause 49.

CLAUSE 17 – MEAL ALLOWANCE

17.1 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:
 - \$14.08 on completion of 2 hours;
 - A further \$14.08 on completion of each subsequent 4 hours thereafter.
- (b) Overtime which commences and terminates outside of ordinary working hours:
 - \$14.08 on completion of 4 hours; and
 - A further \$14.08 on completion of each subsequent 4 hours thereafter.

17.2 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 \$14.08 but will not be entitled to a further meal allowance until the completion of four hours overtime.

17.3 Continuity of Overtime

For the purpose of this clause:

- (a) A crib break or a meal break is not an interruption to the continuity of overtime.
- (b) Overtime worked before 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 39 or Salaried Division Section 3- clause 46.

CLAUSE 18 – GENERAL ALLOWANCES

18.1 Annualisation of Allowances

By agreement of the majority of employees in a designated work group, general allowances may be annualised into rates of pay. Those allowances are detailed in this Clause and in Appendix 3.

PART A of Appendix 3 contains allowances that may be annualised into rates of pay for employees in a Wages Classification of this Award.

Clause B.1 of Part B of Appendix 3 contains allowances that may be annualised into rates of pay for employees in a Wages Classification of this Award but pertain to duties that are not being performed by employees as at the date of this Award.

Clause B.2 of Part B of Appendix 3 contains allowances that may be annualised into rates of pay for employees in a Salaried Classification of this Award but pertain to duties that are not being performed by employees as at the date of this Award.

18.2 On-Call Allowance

An employee who is at Salary Band 5 or below or in the Wages Classification of this Award and is directed by Council to be available for emergency and/or breakdown work, outside the employee's ordinary working hours will be entitled to an on call allowance, with the following conditions:

- (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 \$7.60 per day Monday to Friday, and \$15.20 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 sub-clause;
- (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 affected, 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) An employee who is in receipt of an on call allowance and is directed to be available to:
 - (i) Respond to phone calls or messages;
 - (ii) Provide advice over the phone;
 - (iii) Arrange call out/rosters of other employees; and
 - (iv) Remotely monitor and/or address issues by remote telephone and/or computer access

will be paid at their ordinary rate of pay for the hours worked with a minimum payment of two hours, providing that any subsequent work performed remotely within the two hour period shall not attract an additional payment.

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

18.3 Travelling Allowance for Official Business

18.3.1 An employee required to travel inter or intra state for official business shall be entitled to the provisions of Council's travel and conference policies.

18.3.2 Where an employee is required to work overtime while being paid this allowance the meal allowance provisions at clause 17 will not apply.

18.4 Community Language & Signing Work Allowance

18.4.1 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 \$16.63 per week, which shall be a flat-rate allowance (i.e. not paid for all purposes).

18.4.2 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.

18.4.3 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 Director Workforce and Information Services.

CLAUSE 19 – TRAVELLING TIME AND EXPENSES

19.1 The provision of this sub-clause does not apply to those persons employed in the previous classifications, grades and levels of Refuse Collection and Disposal Group which is now known as the Cleansing and Waste Unit (or staff from outside the unit who perform work for the Cleansing and Waste Unit in the Cleansing and Waste classifications). For all other employees, the time occupied in travelling to and from work in accordance with this sub-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

19.2 Council is not liable for travelling time in excess of three hours at the appropriate rate, or travelling expenses in excess of \$13.61 on any day.

19.3 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.

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

19.5 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.

19.6 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.

19.7 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.

19.8 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 20 – ANNUAL HOLIDAYS

20.1 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.

20.2 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.

20.3 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.

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

20.5 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.

20.6 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.

20.7 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.

20.8 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 43).

20.9 Payment of Annual Leave on Termination

Upon leaving the Council for any reason, employees will be paid their total balance of annual leave as at the date of termination of services.

20.10 Notice to take Annual Leave

- (a) 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.
- (b) Council may roster the taking of annual holidays.
- (c) Where the Council rosters the taking of an annual holiday, Council will give at least 2 months' notice of the date the annual holiday is to be taken.

20.11 Leave with pay for Commonwealth or State sporting representation

An employee selected to represent the Commonwealth or State in sport, may be granted leave with pay under this clause for a period not exceeding 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 21 – SICK LEAVE

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 personal carer's leave shall be in accordance with Award Clause 22 - Personal Carer's leave provisions of this Award.

Required Length of Service	Entitlement
On commencement of employment	10 days
On completion of the first year of service	15 days
On completion of each year of service thereafter	15 days
Provided that for the fifth and each subsequent year of service completed on or after 1/1/82, the Council shall credit the employee with 18 days sick leave with pay.	18 days

21.2 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) The illness or injury does not arise from engaging in professional (fee/monetary gain) sport activities; and
- (d) 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
- (e) 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
- (f) 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.

21.2A Where an employee is on annual or long service leave and immediately on return from leave gives to Council appropriate medical certification of illness or injury that has led to their hospitalisation or inability to undertake any recreational activity for a period of at least 7 consecutive days the employee shall be re-credited annual or long service leave and debited sick leave equivalent to the period for which they were hospitalized or unable to undertake recreational activity.

21.3 Notification of Absence

An employee, who does not report for duty on any day for any reason, shall, as soon as practicable, to the 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).

21.4 Council Assessment

Council, at any time, may require employees to attend a qualified medical practitioner nominated by the Council at council's cost to assess the employee's fitness for work.

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

21.6 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).

21.7 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.

21.8 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.

21.9 Payment of Accrued Sick Leave Provisions on Termination

21.9.1 Medical Retirement

Following examinations by two medical practitioners, one of whom may be nominated by the employee, Council may be satisfied that the employee is permanently medically unfit by reason of illness or injury to continue in employment. In such cases the Council may retire the employee from service. If the employee and Council agree on the opinion of one medical practitioner, the Council is not obliged to refer the employee to a further medical practitioner, 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 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 or 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.

21.9.2 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* (NSW);

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.

21.9.3 Death

In the case of an employee who dies, Council shall make payments in terms of Clause 28 - 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 22 – PERSONAL CARER’S LEAVE

22.1 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 is available to full time and part time staff - but not casual staff.

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

For the purposes of this clause and clause, 22A, 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.

22.3 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.

22.4 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under clause 21.1 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.

22.5 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 22.4 above.

22.6 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.

22.7 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 the absence.

22.8 In normal circumstances, the employee must not take leave under this clause where another person has taken leave to care for the same person.

22.9 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 22.2.

22.10 Personal carer's entitlements for casual staff

- (a) Subject to the evidentiary and notice requirements in clauses 22.6 to 22.9, 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 22.2) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) 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 part. The rights of the Council to engage or not to engage a casual employee are otherwise not affected.

CLAUSE 22A- FLEXIBLE WORK PRACTICE ALTERNATIVE TO PERSONAL CARER'S LEAVE

22A.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 22A.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 22A.1 (a) the employee shall be paid overtime rates in accordance with the relevant industrial instrument.

22A.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 23 – PARENTAL LEAVE

23.1 Parental Leave will be interpreted consistent with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996 (NSW)* as amended, the NSW Family Provisions Test Case 2005, and section 744 of the *Fair Work Act 2009 (Cth)*.

23.2 Parental Leave includes maternity leave, paternity or partner leave or adoption leave.

23.3 An employee is only entitled to parental leave if the employee has had at least 12 months continuous service.

23.4 Parents cannot take parental leave at the same time except periods of short paternity or partner leave or periods of short adoption leave.

23.5 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.

23.6 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 23.4);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.

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

23.8 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 23.4); 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 a primary care-giver.

- (b) Adoption leave is subject to the employee providing:
- A statement from an adoption agency or other 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.

23.9 The weekly rate of pay referred to in Clauses 23.6, 23.7 and 23.8 will be based on the employee's substantive hourly salary times the average number of ordinary weekly hours worked over the preceding 12 months.

23.10 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.

23.11 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 sub-clauses 23.11(a)(ii) and 23.11(a)(iii) must be recorded in writing.
- (d) Request to return to work part-time.

Where an employee wishes to make a request under 23.11(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.

23.12 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 24 – BEREAVEMENT LEAVE

24.1 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.

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

24.3 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).

24.4 Bereavement Entitlements for Casual Employees

24.4.1 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 sub-clause 24.1 paragraphs (a) to (e) above.

24.4.2 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.

24.4.3 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.

24.5 Bereavement Support

24.5.1 To support an employee's family in the event of the employee's death, the City of Sydney will make a \$2,000 payment to the employee's next of kin as soon as practicable after the City becomes aware of the-death. This payment is in addition to any other accrued entitlements payable to the employee's family.

CLAUSE 25 – LONG SERVICE LEAVE

25.1 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;

Length of Service	All at ordinary rates of pay	
	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 of service	30.5 weeks	35 weeks
For every further completed period of 5 years' service	11 weeks	13 weeks

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

25.3 Long service leave shall be taken at a time mutually convenient to the Council and employee. 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.

25.4 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.

25.5 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.

25.6 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.

25.7 An employee transferring long service leave entitlements in accordance with sub-clause 25.6 of this clause must first complete 1 year of continuous service with the City of Sydney before being eligible to claim long service under the terms of sub-clause 25.1 of this clause.

25.8 Long service leave shall be taken in periods of not less than 1 week.

CLAUSE 26 – ACCIDENT PAY

26.1 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*.

26.2 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 *Worker's 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.

26.3 Accident pay shall be the sum equal to the difference between the amount of compensation to which the employee is entitled to under the *Worker's Compensation Act 1987*, and the rate of salary attaching to the employee's specified position.

26.4 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.

26.5 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 26.4.

26.6 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.

CLAUSE 27 – REFUND OF SICK LEAVE

27.7.1 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.

27.7.2 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 (NSW)*, as amended by the *Administration of Justice Act 1968*, the amount of sick leave 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 28 – PAYMENT TO DEPENDANTS OF DECEASED EMPLOYEE

28.1 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 and/or untaken sick 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.

28.2 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 29 – CALCULATION OF SERVICE

29.1 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 holidays, 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.

29.2 Leave without pay & Service Provisions

Periods of leave without pay approved by the Council as sick leave not exceeding the periods set out in this sub-clause, 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

PART SIX – OTHER MATTERS

CLAUSE 30 – DISPUTE SETTLEMENT PROCEDURES

30.1 The parties to this Award are committed to resolving disputes and grievances through co-operative consultation with one another and joint problem solving.

30.2 To ensure that disputes and issues relating to the provisions of this Award do not go unresolved and affect workplace productivity and relationships, the parties commit themselves to the processes of the Council's dispute resolution process as detailed under this clause.

30.3 The dispute resolution process must be entered into by the parties to this Award with the intention of preventing or settling any grievance, complaint or dispute at the workplace without industrial action or stoppage of work, and with a view to ensuring that services to the public and ratepayers are maintained without interruption or being affected in any way.

30.4 Procedures to Resolve Workplace Grievances, Complaints or Disputes (The Dispute Resolution Process)

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

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

Step 2: If the supervisor and employee(s) (and/or their representatives) are unable to resolve the dispute or it is not appropriate that the supervisor deal with the dispute, the dispute must be referred to senior management. Senior management will listen to the employee(s) concerns and either resolve the dispute or refer the matter to more senior management.

Step 3: More senior management will listen to the employee(s) (and/or their representatives) and attempt to resolve the dispute. It is either resolved or referred to an independent body.

Step 4: If more senior management and the employee(s) are unable to resolve the dispute an independent conciliator or mediator will assist to resolve the dispute.

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

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

CLAUSE 31 – EMPLOYEE REPRESENTATIVES

31.1 Employees may nominate an employee representative of their choice, as defined below, to represent them in consultations with the Council and/or the Unions.

31.2 For the purposes of this Award, "employee representative" means an employee of the Council, covered by this Award, nominated by an affected employee(s) of the Council from time to time.

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

31.4 Employee representatives may also be granted leave of absence with pay to undertake training of up to 3 days on the following conditions:

- (i) The content of the training will enhance their role in carrying out representation functions under this Award; and
- (ii) The Council's operating requirements permit the granting of the leave and are subject to the normal leave approval process.

31.5 While the Council provides While the Council provides employee representatives access to the Council's electronic mail system for the purposes of carrying out functions under this Award, Information Technology policies apply to all users of the Council's information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use.

31.6 Employee representatives may, with the approval of the Council, hold meetings with the affected employees on the premises of the Council at times and locations agreed between the employee representative and the Council, provided that adequate notice is given to the Council of the intention to hold such meeting and the location thereof, and that such meetings are not held during working hours.

CLAUSE 32 – SKILLS DEVELOPMENT AND WORKPLACE TRAINING

32.1 The Council agrees to develop and implement individual development plans for all staff. Such plans will be developed through consultation and assessment of skills with regard to organisational requirements and individual career paths.

32.2 Individual development plans will be reviewed annually in line with the Performance Management & Development Program.

32.3 If an employee is required by Council to undertake compulsory training in accordance with the employee's individual's development plan, the employee will not suffer any reduction in ordinary pay as a result.

CLAUSE 33

This clause has been intentionally left blank.

PART SEVEN – SALARY SYSTEMS & RATES OF PAY

CLAUSE 34 – PRINCIPLES

34.1 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.

34.2 The work done by employees bound by this Award is intended to involve broadbanding and multiskilling to the maximum practicable extent. Broadbanding and multiskilling are essential features of the Salary Systems and apply as follows:

34.2.1 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 perform the function or tasks, where an essential requirement for a formal qualification limits the process.

34.2.2 Multiskilling

Multiskilling 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 multiskilling 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. Multiskilling assists individuals to increase their range of skills and maintains and improves efficient work performance.

34.2.3 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

34.2.4 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.

CLAUSE 35 – PAY INCREASES

35.1 For the term of this Award, the following increases will apply to the rates of pay detailed in Appendix 1:

- (i) **2.75%** to apply from 13 July 2013 for employees employed as at the date of the making of this Award (noting that 2.5% has already been paid);
- (ii) Subsequent movements in the rates of pay detailed in Appendix 1 will be consistent with the percentage increases in the rates of pay provided by the successor to the *Local Government (State) Award 2010*. These increases will apply on the first full pay period following:
 - (a) 1 July 2014;
 - (b) 1 July 2015; and
 - (c) 1 July 2016.

35.2 Council will apply a salary progression scheme that is linked to Council's Performance and Development Management Program as articulated in the "Performance and Development Management Policy" as amended from time to time. Council will consult with Employees via the Joint Consultative Committee, and with the Unions, regarding the impact of changes to the Performance Development and Management Policy on Employees. Council will publish the details of the salary progression scheme to Employees.

35.3 Increase to allowances

Allowances payable under the Award, excluding the job search allowance in clause 12.9 are to be increased annually in accordance with the applicable percentage increase for rates of pay specified in clause 35.1(ii).

CLAUSE 36– SALARY SACRIFICE

36.1 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.

36.2 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.

36.3 This provision is not compulsory on all employees. The employee may elect to utilise this provision.

36.4 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.

36.5 The employee's total annual salary must be equal their prescribed Award annual salary.

36.6 The value of the benefits shall be agreed between the Council and the employee and shall include fringe benefits tax where applicable.

36.7 The benefits to be salary sacrificed and their value shall be in writing and signed by both Council and the employee.

36.8 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 37 – HOURS OF WORK

37.1 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:- 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

37.2 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.

37.3 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 38 – TERMS OF EMPLOYMENT

38.1 Casual Loading

38.1.1 Wages Division casual employees will be paid a loading of 25% in addition to the rates of pay provided by this Award.

38.1.2 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.

38.2 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.

38.3 Payment of Wages

All employees who are in Wages Division classifications will be paid on a weekly basis.

CLAUSE 39 – OVERTIME

39.1 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.

39.2 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.

39.3 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 40 – SHIFTWORK & PENALTY PAYMENTS

Ex-South Sydney Council Employees transferred to the City of City as a result of boundary changes and or 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 41 – MEAL AND CRIB BREAKS – ORDINARY HOURS

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

CLAUSE 42 – ALLOWANCES

42.1 Higher Grade Duties Allowance – Wages Classification

42.1.1 An employee who is directed to perform 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.

42.1.2 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.

42.2 First Aid Allowance

42.2.1 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 to assist with on-site first aid when called upon.

42.2.2 Employees in Wages Divisions Classifications who possess the Certificate and are nominated as First Aid Officer will receive an allowance of \$1.86 per day .

42.3 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 \$64.41 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 Part A of Appendix 3 for annualisation).

42.4 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 the provisions of the agreement (refer to Section 5 - Appendix 4). In future, no further application of these multi-skilling provisions, to the extent already agreed, will occur.

42.5 Tools and Tool Allowance

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

- (a) Building and 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-condition fitter and field service fitter.
- (d) Plumbing/Drainage Tradesperson
- (e) Vehicle Fabricator Tradesperson (including a vehicle body fabricator, panel beater and welder)

42.5.2 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 42.6.3.

42.6.3 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.

42.7 Loss of Tools

42.7.1 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;

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

42.7 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 43 – ANNUAL LEAVE LOADING

Employees in Wages Classification 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 Classification 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 44 – TERMS OF EMPLOYMENT

44.1 Part-time Employees

A part-time employee in a Salaried classification position will only be paid overtime where the employee works more than 3 hours in excess of their normal ordinary hours for that day, or the total hours, for the week exceeds 38 hours.

44.2 Casual Loading

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

44.2.2 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.

44.3 Payment of Employees

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

CLAUSE 45 – HOURS OF WORK

45.1 Flexible Working Arrangements

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

45.1.2 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.

45.1.3 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.

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

45.2 The 9-Day Fortnight

45.2.1 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 14 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.

45.2.2 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 46 – OVERTIME

46.1 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.

46.2 Eligibility for Overtime – Band 6 Employees

46.2.1 Where a Salary Band 6 employee is required to work additional hours on the weekend or on public holidays on a regular and systematic basis in order to meet service demands, the City will consider payment of these additional hours on a case by case basis.

46.2.2 If both the City and the relevant employee agree that it is impractical for the employee to be compensated through time off in lieu of overtime, the employee may make a written request to the Manager, Human Resources Operations, to be paid for the additional hours worked at overtime rates in accordance with the Award.

46.3 Overtime – Monday to Friday

Subject to clause 10.1.3 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 47 – 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 48 – SALARY BAND SYSTEM

48.1 Rates of Pay

48.1.2 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.

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

48.2 Job Evaluation

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

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

48.2.3 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.

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

48.2.5 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.

48.3 Salary Band System Principles

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

48.3.2 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.

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

48.3.4 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 49 – ALLOWANCES

49.1 Higher Grade Duties Allowance - Salaried Division Classifications

49.1.1 Where an employee in the same salary band is directed 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.

49.1.2 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.

49.1.3 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.

49.2 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 Clause C.1 of Part C of 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 1990.

49.3 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 Clause C.2 of Part C of 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 1990.

49.4 Supervisory Rates

An employee appointed to a supervisory position will have included in their salary and as rolled up rate the amounts previously prescribed in Table 2, Part B, Schedule B of the Sydney City Council (Wages Division-Wages and Conditions) Interim Award, and detailed in Clause C.3 of Part C of 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.

49.5 First Aid Allowance

49.5.1 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 to assist with on-site first aid when called upon.

49.5.2 Employees in Salary Bands 1 to 6 who possess the Certificate and are nominated as a First Aid Officer will receive an allowance of \$1.87 per day, other than those employees who the City requires to hold the Certificate for their position.

49.5.3 Employees in Salary Bands 7 and above who possess the Certificate and are nominated as a First Aid Officer will not be eligible to receive the first aid allowance.

SECTION 4 – APPENDICES

Appendix 1	Rates of Pay
Appendix 2	Annual Tool Allowances
Appendix 3	General Allowances and Conditions Money that me 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

SALARY DIVISION

Salary Band	Salary Range	Salary Range + 2.75% on 13/07/2013
Band 1	\$31,646 - \$50,314	\$32,516 - \$51,698
Band 2	\$51,837 - \$57,910	\$53,263 - \$59,503
Band 3	\$59,044 - \$66,876	\$60,667 - \$68,715
Band 4	\$68,261 - \$77,445	\$70,138 - \$79,575
Band 5	\$78,300 - \$87,872	\$80,453 - \$90,288
Band 6	\$89,912 - \$102,184	\$92,385 - \$104,994
Band 7	\$103,854 - \$116,379	\$106,710 - \$119,579
Band 8	\$118,644 - \$135,545	\$121,907 - \$139,272
Band 9	\$137,902 - \$154,829	\$141,694 - \$159,087
Band 10	\$157,807 - \$178,182	\$162,147 - \$183,082

WAGES DIVISION

Wages Classification	Rate	Wages + 2.75% on 13/07/2013
Grade 1	\$41,585	\$42,729
Grade 2	\$42,622	\$43,794
Grade 3	\$43,695	\$44,897
Grade 4	\$44,223	\$45,439
Grade 5	\$45,335	\$46,582
Grade 5A	\$45,746	\$47,004

Wages Classification	Rate	Wages + 2.75% on 13/07/2013
Grade 6	\$46,920	\$48,210
Grade 7	\$47,475	\$48,781
Grade 8	\$48,657	\$49,995
Grade 9	\$49,496	\$50,857
Grade 10	\$50,434	\$51,821
Grade 11	\$51,325	\$52,736
Grade 12	\$52,662	\$54,110
Grade 13	\$54,448	\$55,945
Grade 14	\$55,445	\$56,970
Grade 15	\$55,855	\$57,391
Grade 15A	\$56,342	\$57,891
Grade 16	\$56,841	\$58,404
Grade 16A	\$57,445	\$59,025
Grade 17	\$58,199	\$59,799
Grade 17 A	\$61,971	\$63,675

Wages Classification	Rate	Wages + 2.75% on 13/07/2013
Grade 18	\$59,251	\$60,880
Council Worker 1	\$40,531	\$41,646
Council Worker 2	\$42,562	\$43,732
Council Worker 3	\$45,746	\$47,004
Council Worker 4	\$47,328	\$48,630
Council Worker 5	\$48,371	\$49,701
CSO 1	\$47,428	\$48,732
CSO 2	\$50,112	\$51,490
CSO 2 A	\$50,669	\$52,062
CSO 3	\$51,840	\$53,266
CSO 4	\$52,681	\$54,130

Apprentices 38 hours per week

Year 1	\$28,200	\$28,976
Year 2	\$32,446	\$33,338

Wages Classification	Rate	Wages + 2.75% on 13/07/2013
Year 3	\$37,035	\$38,053
Year 4	\$41,713	\$42,860

APPENDIX 2 – ANNUAL TOOL ALLOWANCES

Classification	Annual Rate	Annual Rate – 13/07/2013 – 2.75%
Bricklayer	\$1070	\$1099
Carpenter and Plumber	\$1,440	\$1480
Metal and Mechanical Trades	\$1,440	\$1480
Painter and Sign writer	\$435	\$447
Plasterer	\$1,223	\$1257
Electrician	\$962	\$988
Stonemason	\$1,440	\$1480

APPENDIX 3 – GENERAL ALLOWANCES AND CONDITIONS

PART A - Wages Classification Allowances that may be annualised (refer to Clause 18)

The conditions, money and allowances prescribed in this Part (excluding A.9 - Chauffeur-Official Cars) shall not, except as otherwise expressly provided:

- be regarded for the purposes of this award , as part of the ordinary rate of wages attaching to an employee's appointed, classification or level;
- be cumulative, where more than one of such conditions exists at the same time provided that in these circumstances the highest rate shall be paid.

A.1 Abnormal conditions allowances

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

An employee required to work:

- (i) in a confined space, the dimensions or nature of which necessitates working in a cramped position or without sufficient ventilation;
- (ii) without protective clothing provided by Council in a wet place where water is continually dripping on the employee so that clothing and boots become wet and where there is water underfoot;
- (iii) in a place where the temperature is artificially raised to 46C or above
- (iv) in a place where temperature is artificially reduced to 0C or below
- (v) on a ladder at a height of more than 6 metres above the nearest horizontal plane
- (vi) in tunnels, underground shafts or drives
- (vii) using a noxious spray
- (viii) under dirty dusty or otherwise abnormal conditions not usually encountered by the employee in the normal exercise of his/her trade, craft or calling

shall be paid an additional \$0.41 per hour whilst so engaged.

A.2 In Charge of Plant During Meal Break

An employee, other than a shiftworker in a continuous process, in charge of plant during a meal break, shall be paid on each occasion \$2.14 per hour

A.3 Explosive Tools

An employee using a Ramset Gun or similar explosive tool, shall be paid an additional amount of \$1.02 per hour

A.4 Removal of Dead Animals

An employee required to handle a dead animal for the purpose of removal, shall be paid for every such animal so removed an additional amount of \$1.33 with a maximum amount on any one day of \$5.38.

A.5 Driving Lorry with Trailer Attached

An employee engaged in driving a lorry with a trailer attached shall be paid an allowance of \$5.77 per day whilst so engaged.

A.6 Asbestos Allowance

Employees required to use materials containing asbestos, or to work in close proximity to employees using such materials, shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (ie. combination overalls and breathing equipment or similar apparatus) such employee shall be paid \$0.61 per hour extra whilst so engaged.

A.7 Transporting piano

An employee engaged in operating a "Crown" fork lift whilst transporting a piano shall be paid \$3.95 per day

A.8 Additional Allowances for Tradespersons & Other Employees

The provisions of this subclause apply to tradespersons in grades, classifications or levels in the City Infrastructure and Traffic Operations Unit and Fleet Services (formerly known as the Building Electrical and Metal Trades Groups).

- (i) A 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, shall be paid \$6.74 per day, or part thereof, whilst so engaged.
- (ii) A tradesperson or other employee engaged on a chokage and required to open up any soil pipe, waste pipe or drain pipe conveying offensive matter, shall be paid \$5.19 per day, or part thereof, whilst so engaged.
- (iii) A painter required to use power, electrical or pneumatic operated tools in the preparation of any surface, shall be paid \$0.45 per hour for all work customary in the trade, whilst so engaged.
- (iv) A painter engaged in the removal of rust from, or repainting or other like work within the hopper or street sweeper, or the water tank of a flusher shall be paid whilst so engaged \$0.42 per hour or part thereof with a minimum payment of \$2.11 per day for any such work on any day in excess of 1 hour.

A.9 **Chauffeur-Official Cars - allowance in lieu of overtime @ \$64.57 per week**

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

B.1 As per Clause 9 of the Council of the City of Sydney (Wages Division - Wages and Conditions) Award 1990.

- 9.1(b) Abnormal conditions allowances - all @ 41 cents / hour each
 - attending fires in hot water boilers, or burning refuse in incinerators in residential properties owned by Council
 - working on a swinging stage or bosun's chair
 - cleaning the external side of windows over 3 meters above nearest horizontal plane
- 9.5 Collection of moneys @ 43 cents
- 9.11 Slagwool etc @ 53 cents

B.2 As per Clause 10 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990.

- 10.2 Taking of verbatim notes in shorthand @ \$9.32 for first half hour and \$4.82 for each succeeding half hour

PART C - Allowances that have been annualised into rates of pay (refer to clauses 49.2, 49.3 and 49.4)

C.1 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 1990:

- 28.2 Payment of allowances to supervising tradespersons who hold and act on licences:
 - Plumbers', Gasfitters' and/or Drainers' licences; or
 - Drainers Licence
 - both Plumbers and Gasfitters or Drainers
 - both Gasfitters and Drainers
 - both Plumbers, Gasfitters and Drainers
 - payment of allowance for the holding of the Certificate of Registration issued by the Building Services Corporation
 - payment of allowance where required to be registered under the Motor

Vehicle Repair Act

- payment of allowance for holder of "A" Grade Electrician's Licence issued under the Electricity Development Act 1945

C.2 As per Clause 10 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990:

- 10.3a Building Surveyor having completed the Associate Diploma Health and Building or Post Certificate Course of Health Surveyors from TAFE
- 10.3b Health Surveyor having completed a Post Certificate Course for Building Surveyors by TAFE

C.3 Supervisory rates

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

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

APPENDIX 4 – TRADES GROUP 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 trades person 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 trades person 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 Procedure**

The provision of clause 30, Dispute Settlement Procedures of this 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 hours	8.06 hours	8.06 hours	8.06 hours	8.06 hours	40.3hours
Two	8.06 hours	8.06 hours	8.06 hours	8.06 hours	Day off	32.3 hours

Total house worked per fortnight = 72.5 hours, 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 hours
Two	8 hours	8 hours	8 hours	8 hours	8 hours	40 hours
Three	8 hours	8 hours	8 hours	8 hours	8 hours	40 hours
Four	8 hours	8 hours	8 hours	8 hours	Day Off	32 hours

Total hours worked per 4 week period = 152 hours, 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 hours
Two	7.63 hours	7.63 hours	7.63 hours	7.63 hours	7.63 hours	38.15 hours
Three	7.63 hours	7.63 hours	7.63 hours	7.63 hours	7.63 hours	38.15 hours
Four	7.63 hours	7.63 hours	7.63 hours	7.63 hours	Day Off	30.52 hours

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

APPENDIX 6 - WORKPLACE CHANGE, REDUNDANCY AND REDEPLOYMENT– EMPLOYEES COMMENCING BEFORE 5 NOVEMBER 2009

13.1 Identification and Management of surplus positions

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

- (i) It no longer requires the position to be performed by the relevant employee or by anyone; and
- (ii) This is not due to the ordinary customary turnover of labour.

13.1.3 A position may become surplus to requirement where:

- (i) The City has ceased or significantly diminished providing an activity/function; or
- (ii) The number of staff employed by the City exceeds that required for the efficient and economic operation of the City's services; or
- (iii) A review or restructure results in an area of the City's organisation being abolished or identifies a need for a different workforce skills profile in that area; or
- (iv) Employees cannot be used effectively in their substantive positions because of technological or other change in work methods, or changes in the nature, extent or organisation of the functions of the City.

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

13.1.5 After receiving written notification in accordance with Sub-Clause 13.1.4 the employee whose position is surplus to requirements will receive four weeks formal notice during which the employee may elect to either;

- (i) Apply for voluntary redundancy; or
- (ii) Participate in the City's redeployment and retaining program.

13.1.6 Decisions to approve or reject an application for voluntary redundancy will be made by the Chief Executive Officer having regard to the City's operational requirements and the potential for the employee to be redeployed.

13.1.7 If an employee elects not to accept voluntary redundancy, the City will commence an assessment of the employee's skills, abilities, knowledge and training needs against any employment opportunities which are or may be available before the expiration of the employee's notice period.

13.1.8 This award does not prevent either party from agreeing to some other arrangement in respect of redeployment and/or redundancy where special circumstances arise. For example, where an opportunity for redeployment will arise after the expiration of the employee's notice period, the employee may agree, in writing, to take a period of paid or unpaid leave pending

redeployment to that position or where training is required, the City may appoint the employee in an acting capacity.

13.1.9 Once the City decides that a position is surplus to requirements, the options available to the employee occupying that position will be explored as soon as practicable in accordance with the processes of this Award.

13.2 Voluntary Redundancy

13.2.1 Regardless of the employee's age or entitlement to any superannuation retirement benefit, an employee whose position is to be made redundant will be given the opportunity to apply for a voluntary redundancy.

13.2.2 Notwithstanding sub-clause 13.2.1, there is no right to voluntary redundancy. The City reserves the right to reject applications for voluntary redundancy, having regard to its overall staffing requirements and the need to retain appropriate skills and expertise within its organisation.

13.2.3 Voluntary redundancy may be offered to an employee whose position will become surplus to requirements because:

- (i) A facility will be closed and/or services or functions are being transferred to an external contractor or discontinued; or
- (ii) Substantial restructuring has or will be occurring with the City; or
- (iii) The skills and knowledge specific to a particular group of employees is no longer in demand.

13.2.4 Where an employee is requested to express interest in voluntary redundancy, the Executive Member will be required to certify that the position held by the employee who is being offered voluntary redundancy is surplus to requirements.

13.3 Ranking of employees

13.3.1 Where there are multiple employees performing a position which the City decides is surplus to requirements, in order to decide which employee's will have their position made redundant, the City, in consultation with relevant unions, rank employees on the basis of merit through:

- (i) Comparisons of the position descriptions, position selection criteria, experience, skills profile or equivalent, and the conduct and performance (where appropriate) of affected employees; or
- (ii) Reference to performance, where an employee's conduct and performance has been assessed in accordance with the City's Performance Management Policy over a period of at least 12 months preceding the date the City decides the employee's position is surplus to requirements.

13.3.2 An employee who occupies a position that may be made redundant as surplus to requirements will be given the opportunity to respond to the application of the selection criteria identified in sub-clause 13.3.1.

13.3.3 Employees whose skills/experience least match the requirements of the existing available positions or who, on a comparative basis, have a lesser level of performance, will be targeted for voluntary redundancy.

13.4 Forced Redundancy

13.4.1 Forced redundancy will only arise where an employees does not apply for voluntary redundancy and refuses to participate in the City's redeployment program.

13.4.2 Refusal to participate in the City's redeployment program may be established by the employee:

- (i) Declining a meaningful and appropriate offer of redeployment. A meaningful and appropriate offer of redeployment is one that involves redeployment to an available position which:
 - (a) The employee would be capable of performing after receiving a maximum of eight weeks training;
 - (b) Is no lower than two (2) salary band levels below the employee's substantive position (applies to Salary division only).
- (ii) Refusing to actively participate in a training, development or redeployment program. This includes:
 - (a) Refusing short-term work placements or special assignments;
 - (b) Refusing directions under a work plan;
 - (c) Failing to actively participate in training.
- (iii) Failing to meet the City's standards of conduct as prescribed in the Code of Conduct.
- (iv) Failing to meet the performance standards for a position/project in which the employee is placed during a redeployment and/or training program.

13.4.3 The entitlements associated with forced redundancy differ from those associated with voluntary redundancy.

13.5 Transfer of Business Redundancy

13.5.1 A transfer of business redundancy occurs where an employee elects to transfer their employment to an external contractor of the City.

13.5.2 Where an external contractor is successful in a tender and a tender provides for the transfer of City employees to the contractor, an employee whose position the City decides is surplus to requirements will have the following options:

- (i) Apply for a voluntary redundancy; or
- (ii) Remain with the City and participate in the redeployment and training program; or
- (iii) Transfer employment to work under the contractor, where appropriate.

13.5.3 If an employee wishes to return to the City's employ, the employee must pay back their termination payment (excluding annual leave) in full upon recommencement. This will enable the employee and the city to meet taxation obligations with regard to concessional tax provisions and to retain the employee's continuity of service with the City.

13.5.4 The employee's entitlements upon transfer of business redundancy will be equivalent to that listed in the New South Wales Protection Act 1982 (or amendments).

13.6 Redeployment

13.6.1 Where an employee who occupies a position that the City decides is surplus to requirements does not elect to become voluntarily redundant the employee will be offered the opportunity to be redeployed.

13.6.2 Employees who wish to be redeployed are required to cooperatively participate in the City's redeployment program. The City's primary objective in the redeployment process is to appoint employees to a permanent position, consistent with the person's skills, knowledge and ability, as soon as is practicably possible.

13.6.3 Where redeployment is an employee's preference, the City will assess an employee's suitability for participation in the redeployment program and will assign the employee tasks, responsibilities and training opportunities in accordance with the City's redeployment and redundancy procedures as contained in this Award.

13.6.4 To assist the City to successfully redeploy employees, employees who are interested in redeployment must:

- (i) Actively pursue development opportunities;
- (ii) Seek out alternative placements;
- (iii) Compete on merit for advertised positions of a higher level for which they may be suitable;
- (iv) Accept any reasonable offer of appropriate alternative work.

13.6.5 While the City will take reasonable steps to secure a permanent position for employees whose position is to be made redundant, it may also be necessary for those employees to:

- (i) Accept a corporate and operational project assignment or temporary position; and/or
- (ii) Participate in a skills development or training program; and/or
- (iii) Accept a position at a lower level to the position the employee previously held.

13.7 Corporate and Operational Project Assignments

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

13.8 Ranking of employees

13.8.1 Where there are a number of employees whose positions the City decides are surplus to requirements, the same principles in respect of ranking of employees for redeployment opportunities will apply as set out in Sub-Clause 13.3.1-13.3.3.

13.9 Salary Maintenance

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

13.9.2 Maintenance of a higher duties allowance for redeployees will be paid where, at the date of redeployment, the redeployee has been employed continuously on higher duties in excess of twelve (12) months. In this case higher duties payment will continue as salary maintenance.

13.9.3 An employee's salary rate in their substantive position will include payment of the following allowances:

- (i) Shift allowances;
- (ii) Supervisory allowances;
- (iii) Tool allowances; and
- (iv) Multiskilling allowances.

13.9.4 The allowances in Sub-Clause 13.9.3 will only be included in the employee's salary rate where the allowance was paid for a continuous period of at least twelve (12) months immediately preceding the date on which the employee's position was identified as surplus to the requirements.

13.9.5 An employee who is redeployed to a position which has a lower salary rate to the salary rate of the employee's substantive position will continue to receive salary maintenance at the salary rate of their substantive position until the employee is permanently appointed to another position of equal job evaluation (i.e salary band level).

13.10 Refusal to participate in Redeployment Program

13.10.1 An employee who refused to participate in the City's redeployment program will be counselled in accordance with the City's policies.

13.10.2 An employee whose position the City decides is surplus to requirements who does not apply for a voluntary redundancy and who refuses to participate in the redeployment program will only receive salary maintenance for a period of six (6) months. This salary maintenance period will apply from the date the employee is notified that their position is surplus to requirements.

13.10.3 An employee who refuses redeployment who has been receiving salary maintenance in excess of six (6) months will be made redundant in accordance with the forced redundancy provisions of this Award.

13.10.4 An employee who refuses redeployment who has been receiving salary maintenance will be subject to formal performance based advancement through the salary range of their previously held position. Future pay adjustments will also apply to the salary rate of the employee's previously held position.

13.11 Preferential Job Placement

13.11.1 Where the City identified a vacant position within its organisation, the City will prefer redeployment of employees to the available position to the external vetting of candidates. The City's preference in this regards is subject to:

- (i) Suitable employee(s) being available for redeployment. Suitability will be assessed with regard had to the minimum skill level of the employee(s) and the requirements of the vacant position as well as the overall ability of the employee(s) to adequately perform the duties of the position after having received appropriate training and within a reasonable time-frame after redeployment; and
- (ii) The salary rate of the vacant position being no greater than the employee's salary rate in their substantive position.

13.11.2 The suitability of an employee for redeployment to a vacant position will be determined with reference to the employee's:

- (i) Qualifications, experience and skills; and
- (ii) Salary level; and
- (iii) Personal circumstances; and
- (iv) Willingness to participate in training, if required.

13.11.3 When an employee whose position is surplus to requirements is advised of a suitable position (either temporary or permanent) for redeployment, the employee will also be provided with information relevant to the position, including job description, selection criteria, an organisation chart and particulars of required training. A reasonable opportunity will be afforded to the employee to obtain all relevant information pertaining to the position.

13.11.4 If two or more employees are assessed as suitable for redeployment to a position, the employee offered the appointment to the position will be determined in accordance with the City's merit based selection procedures and practices.

13.11.5 An employee who is not selected for redeployment to an available position will be provided with a written statement from the Executive Member detailing why the employee was not redeployed to the position.

13.11.6 A decision by the City whether or not to appoint an employee to an available position is not subject to appeal.

13.12 Training

Where an employee is not able to be placed immediately into an available position, the City may offer appropriate training. While the City recognises its role in providing training to an employee whose position is identified as surplus to requirements, employees have no rights of access to formal training at the City's expense. Whether or not training will be offered to an employee will be decided by the City after considering.

- (i) The cost of training against the benefit to the quality of the City's services;
- (ii) The likelihood of placement after training is completed;
- (ii) The need to fill the available position in a timely manner;
- (iv) The degree of training required to equip the employee to adequately perform the duties of the available position;
- (v) The employee's prior work performance; and
- (vi) The employee's satisfactory completion of previous training programs.

13.12.1 Where the city takes the view that training is appropriate and the employee who is offered redeployment is willing to undertake the training, the City, in consultation with the employee, will develop an appropriate training program.

13.12.2 Any training program that the City requires an employee to carry out will be at the expense of the City and, where possible, will be undertaken outside the employee's normal working hours, the employee will be granted time off in lieu for the prescribed course hours.

13.12.3 At any time during the training period, where appropriate, the employee will be entitled to preferential appointment to an available position which does not require training.

13.12.4 An employee who requires training to perform the duties of an available position may occupy the position in an acting capacity while the training is carried out.

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

13.13 Contract Employees

13.13.1 For the purpose of this award, "contract employees" means employees who are employed under the terms and conditions of the City's Contract Employment Policy and whose salary is linked to the City's awards.

13.13.2 Consistent with this Award, "contract employees" means employees who are employed under the terms and conditions of the City's Contract Employment Policy and whose salary is linked to the City's awards.

13.13.3 If, in the event of workplace change initiatives (restructuring, competitive tendering etc), the employee's services can be utilised in a similar role or capacity where there is no loss in the employee's salary, the duties and responsibilities of an employee who is employed under the terms and conditions of a written fixed-term contract may be varied. Any variation will be by agreement, in writing, between the City and the employee concerned. An agreement to vary the duties and responsibilities of a contract employee may not be unreasonable withheld by either party.

13.13.4 The termination provisions of the Contract of Employment will prevail if the employee's services cannot be utilised in a similar role or capacity without loss of salary by the employee.

13.14 Voluntary Redundancy resulting from redeployment action

13.14.1 Employees who occupy positions that have been identified as surplus to requirements will be offered voluntary redundancy in the first instance.

13.14.2 Employees who, in lieu of voluntary redundancy, elect to participate in the City's redeployment program will remain eligible to apply for voluntary redundancy at any time while placed in the program.

13.14.3 Once an employee has been permanently appointed to an appropriate position, they will no longer be eligible to participate in the redeployment program or apply for voluntary redundancy.

13.15 Transfer of Redundancy Application (mix and match arrangements)

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

13.16 Employee Assistance and Counselling

13.16 Employees who accept voluntary redundancy or elect to participate in the City's redeployment and retraining program will be entitled to assistance and information which may include:

- (i) Stress management counselling;
- (ii) Vocational counselling which may include career transition, training opportunities and occupational information;
- (iii) Information on programs to upgrade skills or acquire new skills;
- (iv) Financial counselling on matters associated with taxation, superannuation and financial management;
- (v) Assistance with job search, resume preparation and interview skills.

13.17 Consultation

13.17.1 This award recognises the rights of unions to represent the interests of employees through consultation and or negotiation with the City where the City is in the process of implementing workplace change.

13.17.2 Where the city decides that a position(s) is surplus to requirements the following consultative arrangements will apply:

- (i) The City will advise the relevant union and employees that the employees positions have been identified as surplus to requirements;
- (ii) The City will provide the union with all relevant information pertaining to the employees concerned, including classifications and work locations;
- (iii) Discussions between the City and Union will cover the reasons for the surplus staffing situation and the measures,

if any, which could be taken to reduce the incident of employees becoming surplus to requirements;

- (iv) After consulting with the relevant union and affected employees, the employees whose positions are deemed surplus to requirements will be given written notification of the redundancy of their positions and will be given further information in respect of the redeployment and training options available to them.

13.18 Redundancy Entitlements

13.18.1 The Basis for calculating a redundancy entitlement

13.18.2 For the purpose of calculating any payment under the schedules contained in this clause “weeks pay” means the ordinary time rate of pay for a week’s work for the employee concerned except where an employee:

- (i) Has been acting in a higher position for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee’s position was surplus to requirements. In those circumstances the employees “weeks pay” will be derived from the employee’s salary in a higher position at that date; or
- (ii) Has been receiving an allowance (e.g shift allowance) for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee’s position was surplus to requirements. In those circumstances the weekly average amount of the allowance received during the twelve (12) month period will be counted as part of the “weeks pay”.

13.18.3 For the purpose of calculating any payment under the Schedules in this Clause “years of service” means completed full years of service from the date the employee commenced employment with the City.

13.19 Voluntary Redundancy

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

13.19.1 Sick leave accrual prior to 14 February 1993 will be paid out to a maximum of 14 weeks.

13.19.2 Gratuity entitlements, as per the Applicable award will be paid out.

13.19.3 Out-placement services up to a value of \$3,000 per person will be provided, where requested by the employee concerned.

13.20 Forced Redundancy

13.20.1 Forced redundancy payments will be based on the voluntary redundancy benefits with the following exceptions:

- (i) The job search provisions will not apply;
- (ii) The maximum weeks available will be limited to 42 weeks;
- (iii) No out-placement services will be provided.

13.21 Transfer of business Redundancy

The Employment Protection Regulation 2001 (New South Wales) – Schedule 1 – Scale of Severance Payments

Length of continuous service by employee	Rate for calculation of amount of severance payment	
	If employee is less than 45 years of age	If employee is over 45 years of age
Less than 1 year	Nil	Nil
More than 1 years but less than 2	4 weeks pay	5 weeks pay
More than 2 years but less	7 weeks pay	8.75 weeks pay

than 3		
More than 3 years but less than 4	10 weeks pay	12.5 weeks pay
More than 4 years but less than 5	12 weeks pay	15 weeks pay
More than 5 years but less than 6	14 weeks pay	17.5 weeks pay
More than 6 years	16 weeks pay	20 weeks pay

13.22 Re-employment and or Re-engagement of Employees

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

13.22.2 Sub-clause 13.17 applies equally to situations where individuals are employed or engaged on a permanent, causal, agency, consultancy or contract basis in respect of:

- (i) A full-time or part-time employee or contract basis in respect of:
- (ii) Company trust, partnership or sole trader where the ex-employee is a principal; or
- (iii) An employee of a contractor, consultancy or agency which has a separate legal entity to the employee.

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

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

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

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