

City of Newcastle Enterprise Agreement 2022 Amendments Table

The following is the list of amendments made by CN and Unions to the final draft EA circulated to EA working group 11/11/22. The amendments are made after careful consideration of the EA discussion meetings with the working group.

Item	Clause No. in 2019 EA	Clause No. in proposed	Original Clause Wording	Amended Clause Wording	Proposed Impacts
1	1	1	Our Agreement is about working together to match your personal goals with the City of Newcastle's Vision of becoming a smart, liveable, and sustainable city where people choose to live, work and play.	Our Agreement is about working together to match your personal goals with the City of Newcastle's Vision of becoming a liveable, sustainable, inclusive global city, where people choose to live, work and play.	No material Changes - wording
2	2	2	N/A – new wording	City of Newcastle wants to create an inclusive workplace culture where everyone feels respected, safe, and valued so they can be themselves and fully contribute their opinions and perspectives to the success of the organisation. This is what unlocks people's discretionary efforts and lifts the organisation from performing to high performing.	No material Changes - wording
3	3	3	The parties to this Agreement acknowledge that we live, work and play on the traditional country of the Awabakal and Worimi peoples. We recognise and respect their cultural heritage, beliefs and continuing relationship with the land, and	The parties to this Agreement acknowledge that we live, work and play on the traditional country of the Awabakal and Worimi peoples. Aboriginal and Torres Strait Islander People.	No material Changes – wording / intent

			<p>that they are the proud survivors of more than two hundred years of dispossession.</p> <p>City of Newcastle reiterates its commitment to address disadvantages and attain justice for Aboriginal and Torres Strait Islander peoples of this community through our Aboriginal Employment Strategy (2018-2022).</p>	<p>We are committed to honouring Aboriginal and Torres Strait Islander Peoples unique culture and spiritual relationship to the land and waterways.</p> <p>We recognise and respect their cultural heritage, beliefs and continuing relationship with the land, and pay respect to Elders' past, present and emerging, for they hold the memories, the traditions, the cultures and aspirations of Aboriginal and Torres Strait Islander People. Always was always will be Aboriginal land. that they are the proud survivors of more than two hundred years of dispossession.</p> <p>City of Newcastle reiterates its commitment to the address disadvantages and attain justice for Aboriginal and Torres Strait Islander Peoples of this community through our Aboriginal Employment Strategy and Reconciliation Action Plan.</p>	
4	4	4	<p>What is our commitment? In entering into this Agreement through an interest-based approach, the parties identified points of common interest which established solid principles underpinning this Agreement. This means that: We will be an employer of choice by recruiting and retaining talented and qualified employees; It is important to help you keep up with best practice by providing training, development and career opportunities; We need to be fiscally responsible to provide job security for you and value for money for our community;</p>	<p>What is our commitment? In entering into this Agreement through an interest-based approach, the parties identified points of common interest which established solid principles underpinning this Agreement. This means that: We will be an employer of choice by recruiting and retaining talented and qualified employees with diverse backgrounds and experiences; It is important to help you keep up with best practice by providing training, development and career opportunities; We need to be financially sustainable to provide job security for you and value for money for our community; Wellbeing, trust, equity and fairness are important - underpinning everything we do;</p>	No material Changes – wording / intent

			<p>Wellbeing, trust and fairness are important - underpinning everything we do; We strive for excellence, adaptability and resilience; We will be an open, collaborative and connected organisation; and It is essential we maintain and demonstrate our CREW Organisational Values.</p> <p>This means we will continue to:</p> <p>Value and respect inclusion and the diversity of our workforce; Prevent and eliminate all forms of unlawful discrimination (such as discrimination on the basis of age, disability, family responsibilities, gender, race and sexual preference); Support and focus on gender equity. This means in particular - providing equal pay for equal work, committing to a merit based organisational structure and working hard to increase the number of women in senior leadership roles. We are proud of the fact that Joy Cummings was Australia's first female Lord Mayor from 1974-1984; Take our obligations under work health and safety legislation very seriously. Ensuring the health, safety and wellbeing of our people and providing a safe, secure and injury free workplace as our priority; and</p>	<p>We strive for excellence, adaptability and resilience; We will be an open, collaborative, inclusive, accessible and connected organisation; and We maintain and demonstrate our CREW Organisational Values and BLUE bus behaviours.</p> <p>This means we will continue to:</p> <p>Promote and support the implementation of our Inclusion, Diversity and Equity Strategy, with key focus areas such as Aboriginal and Torres Strait Islander Engagement, Accessibility, Cultural and Linguistic Diversity, Gender Equity, LGBTQIA+ inclusion. Value and respect inclusion and the diversity of our workforce; Prevent and eliminate all forms of unlawful discrimination (such as discrimination on the basis of age, disability, family responsibilities, gender, identity, cultural background race and sexual orientation preference); Support and focus on gender equity. This means in particular - providing equal pay for equal work, committing to a merit based organisational structure and working hard to increase the number of women in senior leadership roles. We are proud of the fact that Joy Cummings was Australia's first female Lord Mayor from 1974-1984; Take our obligations under work health and safety legislation very seriously. Ensuring the health, safety and wellbeing of our people and providing a safe, secure and injury free workplace as our priority; and</p>	
--	--	--	--	--	--

			Offer flexible work practices to help you meet your personal and family needs, as well as our core business requirements. This may involve working remotely, job sharing and leave or flexible work arrangements.	Offer flexible work practices to help you meet your personal and family needs, as well as our core business requirements. This may involve working remotely, job sharing and leave or flexible work arrangements. Implement appropriate technology to build employee capability and improve customer experience, productivity and administrative processes.
5	5	5	<p>We acknowledge the importance of working together with the Unions in a cooperative relationship to improve efficiency and productivity, along with increasing your career prospects and the quality of your working life.</p> <p>The United Services Union (USU), Local Government Engineers Association of NSW (LGEA) and the Development and Environmental Professionals' Association (depa) are the relevant Unions for our organisation. We support your choice to join your appropriate Union.</p> <p>We will consider any request from a Union to use our IT and digital communication systems, as well as our noticeboards to communicate with you.</p>	<p>We acknowledge the importance of working together with the Unions in a cooperative relationship to ensure workplace issues are resolved quickly, improve efficiency and productivity, along with increasing your career prospects and the quality of your working life.</p> <p>The United Services Union (USU), Local Government Engineers Association of NSW (LGEA) and the Development and Environmental Professionals' Association (depa) are the relevant Unions for our organisation. We support your choice to join your appropriate Union.</p> <p>We will consider any request from a Union to use our IT and digital communication systems, as well as our noticeboards and/or inductions to communicate with you.</p>
6	6	6	The Agreement will not cover you if you are a member of Senior Staff as defined in the <i>Local Government Act 1993</i> or if you are covered by the <i>Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award 1998</i> .	The Agreement will not cover you if you are a member of Senior Staff as defined in the <i>Local Government Act 1993</i> .
7	8	8	This Agreement will operate from the commencement of the first pay period on or after 1 January 2019 and will remain in force for a period of 3 years.	This Agreement will operate from the commencement of the first full pay period on or after 1 January 2023 and will remain in force for a period of 3 years.
8	9	9	This Agreement is made by reference to the <i>Local Government (State) Award 2017</i> (the Award). The	This Agreement is made by reference to the Award. The terms and provisions of this Agreement replace and

			<p>terms and provisions of this Agreement replace and substitute the provisions of the Award.</p> <p>In the case of inconsistency between the Agreement and the Award, the provisions of this Agreement will prevail. Where the Agreement is silent the Award and its successors will be applied.</p>	<p>substitute the provisions of the Award and replaces The Entertainment and Broadcasting Industry – Live Theatre and Concert (State) Award. This Agreement is made by reference to the Local Government (State) Award 2017 (the Award). The terms and provisions of this Agreement</p> <p>In the case of inconsistency between the Agreement and the Award, the provisions of this Agreement will prevail. Where the Agreement is silent the Award and its successors will be applied.</p>	<p>Major Win – Removal of LTCA of Coverage – Transition to NCC EA / LG Award underpins EA</p>
9	10	10	N/A – new wording	<p>What will I be paid? The rates of pay are set out in <i>Schedule 3 - Monetary Rates - Table 1 - Rates of Pay (Fortnightly)</i>.</p> <p>One-Off Payment</p> <p>We will make a one-off payment to you as outlined below, following approval of the EA 2023 by the Industrial Relations Commission.</p> <p>One-off payments will be calculated based on your substantive position with us as at 1 December 2022,</p> <p>If you are employed in a permanent part time position, you will be paid pro-rata based on your hours per week.</p> <p>If you are employed in multiple permanent positions, you will be paid pro-rata based on your hours per week in each position.</p> <p><i>Permanent and Temporary / Term Employees</i> If your Salary Point and Step is SP7 Step 2 or above, we will make a one-off payment to you of 1% of your annual</p>	<p>Wage Increases Outlined</p>

				<p>remuneration, calculated using your Ordinary Time Rate of Pay.</p> <p>If your Salary Point and Step is less than SP7 Step 2, we will make a one-off payment to you equivalent to the payment amount applicable for SP7 Step 2.</p> <p>Permanent part time employees will be paid a minimum one-off payment of \$350.</p> <p><i>Casual Employees</i> If you are a casual employee, we will make a one-off payment to you of \$350. You will only receive one payment even if you have multiple casual positions.</p> <p>Salary System rates increases In addition to the one-off payments above, our Salary System pay rates will be increased annually, on and from the first full pay period after 1 July each year in accordance with the table below.</p> <table><tr><th>Year 1 - on or after the first full pay period 1 July 2023</th><th>Year 2- on or after the first full pay period 1 July 2024</th><th>Year 3- on or after the first full pay period 1 July 2025</th></tr><tr><td>3.6% (refer to note 1)</td><td>The % increase prescribed by the Award</td><td>The % increase prescribed by the Award</td></tr></table> <p><i>Note 1: If in Year 1, your Salary Point and Step is less than SP7 Step 2, we will make an additional one-off payment to</i></p>	Year 1 - on or after the first full pay period 1 July 2023	Year 2- on or after the first full pay period 1 July 2024	Year 3- on or after the first full pay period 1 July 2025	3.6% (refer to note 1)	The % increase prescribed by the Award	The % increase prescribed by the Award	
Year 1 - on or after the first full pay period 1 July 2023	Year 2- on or after the first full pay period 1 July 2024	Year 3- on or after the first full pay period 1 July 2025									
3.6% (refer to note 1)	The % increase prescribed by the Award	The % increase prescribed by the Award									

				<p><i>you equivalent to the difference between 3.6% applied to your Salary Point and Step and 3.6% applied to SP7 Step 2.</i></p> <p>Award CPI 'Top-Up' – Year 1 If in the first year of the EA 2023, the IRC Orders that employees covered by the Award should also receive a CPI 'top-up' component, in addition to the Award increase, then we will pay an additional one-off payment to you for any additional component that is above 4.6% and less than or equal to 6%.</p> <p>If the IRC Orders provide that the CPI 'top-up' component may be offset, for example by any equivalent over award payment or similar, then we will not be required to apply any additional CPI 'top-up' component.</p>	
10	11	Clause 11.1, 11.2 and 11.3	<p>The pay period is fortnightly and we will pay you by electronic funds transfer (EFT) directly into an account nominated by you.</p> <p>Wherever possible, your pay will be processed on the first Wednesday after the pay period. Sometimes this may not be possible (usually due to public holidays) and payment will instead be made on the Thursday. For the purposes of this agreement, Thursday is the fixed regular pay day. In rare circumstances, if we are unable to make a payment on Thursday we will let you know when you will be paid.</p> <p>Where you authorise it, we will deduct money from your pay and make payments into an account nominated by you. This might be to a charity or your Union.</p>	<p>11.1 Pay Period and Payment The pay period is fortnightly and we will pay you by electronic funds transfer (EFT) directly into an account nominated by you.</p> <p>Wherever possible, your pay will be processed by the first Wednesday after the pay period. Sometimes this may not be possible (usually due to public holidays) and payment will instead be made by the Thursday. For the purposes of this agreement, Thursday is the fixed regular pay day. In rare circumstances, if we are unable to make a payment by Thursday we will let you know when you will be paid.</p> <p>Where you authorise it, we will deduct money from your pay and make payments into an account nominated by you. This might be to a charity or your Union.</p> <p>11.2 What happens if you are overpaid or underpaid?</p>	No major changes – underpaid and

				<p>If you are mistakenly overpaid we will advise you and agree on an appropriate repayment plan.</p> <p>If you are mistakenly underpaid, we will rectify the problem as soon as possible, after we have been notified. This may involve alternate measures such as an individual correction pay.</p> <p>11.3 Leaving our Organisation When your employment ceases in accordance with Clause 53, you will be paid your applicable Ordinary Pay for all hours worked up to the time of termination, and any applicable accrued leave entitlements and applicable severance payment. Payment will be made in the first full pay period after your termination date.</p>	Ordinary Pay to be applied to all leave entitlements – clarity
11	12	12	<p>Can my pay rate go up? 12.1 Annual Award Increases You will be paid in line with our salary system and will receive annual increases specified in the <i>Local Government (State) Award 2017</i> and its successors. Increases are applied to your rate of pay and allowances set out in <i>Schedule 3 - Monetary Rates and Allowances - Table 1, 2 and 3.</i></p> <p>12.2 Job Evaluation If your job changes significantly, you or your Manager can request the role be re-evaluated. The job evaluation will be conducted using our job evaluation system. As part of the salary system review, we will conduct a review of the job evaluation system in consultation with key stakeholders. Stakeholders will include Management, employee representatives and Unions.</p>	<p>Resourcing and Use of Skills You will be required to use and demonstrate skills appropriate to the essential responsibilities and duties of your position. In addition, we may ask you to use skills within your competence and experience, outside of your position description, and if you do you will be paid the applicable Salary Point and/or Step for the use of those skills in accordance with Clause 16.</p> <p>Positions are evaluated and aligned to a Salary Point within the Salary System, and you will be assessed and aligned to a Salary Step relevant to your skills and experience based on the position description and progression model.</p> <p>City of Newcastle will provide adequate workforce levels and other resources to enable you to carry out your duties and functions over the course of working hours that are reasonable and support the delivery of our Community Strategic Plan and Operational Plan.</p>	<p>New Resourcing and Use of Skills Clause modeled on LG Award</p> <p>Job Evaluation process outlined</p>

			<p>12.3 Use of Skills You will be required to carry out duties that are within the limits of your skills, competence, training and/or experience. We will pay you the salary system rate of pay that recognises the skills you are required to apply on the job.</p>		
12	13	13	<p>Our Salary System and Annual Salary Review City of Newcastle will conduct a salary system review that is Award compliant, relevant, equitable and industrially sound. The salary system review will commence 2 months from the date of approval of this Agreement by the NSW Industrial Relations Commission (IRC) and proceed as quickly as possible. The review will include consultation with representatives from USU, LGEA, depa and Management representatives chosen by the Chief Executive Officer (CEO) - these representatives will form the Salary System Focus Group (SSFG).</p> <p>The SSFG will report as appropriate to the City of Newcastle Consultative Committee (CNCC) and the CEO. At the conclusion of the salary system review, recommendations will be provided to the CEO for a decision. Implementation of the approved salary system will be undertaken in consultation with the SSFG and the CNCC. Where implementation issues are unable to be resolved by agreement, they will be referred to the IRC for determination.</p> <p>Until the salary system review is finalised the current salary system will remain in place. See Schedule 4.1 -</p>	<p>Our Salary System 13.1 Purpose of our Salary System City of Newcastle conducted a Salary System review and implemented a new Salary System pursuant to Clause 13 of the 2019 Enterprise Agreement. This new Salary System was implemented on 1 July 2022 and is compliant with the Award.</p> <p>Our salary system:</p> <ul style="list-style-type: none"> provides remuneration above the Award and its structure is aligned to the skill descriptors contained in the Award; determines what pay rate you are paid i.e. you are paid according to the Salary Point (SP) and applicable step in Schedule 3 applicable to your position description; comprises a salary structure that enables progression; recognises the skills you are required to apply on the job; provides skills based progression relevant to your position description that are assigned to each Salary Point and Step; provides you with access to information regarding the Salary Point, Salary Steps and progression your position; and 	<p>New Salary clause resolved in early 2022 – skill based progression model enshrined into the NCC EA</p>

			<p>Clause 7 - Salary System - City of Newcastle Enterprise Agreement 2010.</p>	<p>includes a process by which you can appeal against your assessment.</p> <p>If we propose a change to our Salary System we will consult with you, CN Consultative Committee and the Unions.</p> <p>The Salary System will not be amended without consultation and agreement with the Unions.</p> <p>13.2 Progression Except where otherwise provided, you will be assessed for progression through the Salary Steps for your position annually, and or when you are required to use skills that would entitle you to progress in our Salary System.</p> <p>When you have progressed to the maximum Step for your Salary Point, we are not required to conduct an annual assessment for you.</p> <p>If there is a valid change to your job, you or your Manager can request the role be re-evaluated. The job evaluation will be conducted using our job evaluation system.</p> <p>If we need to make changes to our Salary System i.e. the structure and the method for progression through that structure, you will not suffer a reduction in your current pay.</p> <p>You shall not suffer a reduction in progression Steps based on the acquisition and use of skills, unless otherwise agreed.</p>	
--	--	--	--	---	--

13	14	14	Your ordinary pay will not be reduced when you are physically prevented from attending work or advised not to attend work by Management due to bushfire or other climatic circumstances beyond your control.	Your Ordinary Pay will not be reduced when you are physically prevented from attending work or advised not to attend work by Management due to bushfire or other climatic circumstances beyond your control.	N/A
14	15	15	An annual salary arrangement may be agreed between you and Management. The conditions around these arrangements are set out in Schedule 4.2 - Clause 12 - Annualised Salaries - Local Government (State) Award 2017.	An annual salary arrangement may be agreed between you and Management. The conditions around these arrangements are set out in <i>Schedule 4.1 - Clause 13 - Annualised Salaries - Award.</i>	New Award update
15	17	17	The conditions are set out in <i>Schedule 4.3 - Clause 13 - Salary Sacrifice - Local Government (State) Award 2017.</i>	The conditions are set out in <i>Schedule 4.2 - Clause 14 - Salary Sacrifice – Award 2020.</i>	New Award update
16	19.3	19.3	<p>On Call Allowance</p> <p>If you are not provided a leaseback vehicle you may be paid an On Call Allowance. You must be contactable and available outside of ordinary hours to respond within a reasonable time to emergency and breakdown work or supervise call back of other employees. If you are required to attend work, you will be entitled to be paid for fares actually incurred or the private vehicle allowance from your home to the work location and return.</p> <p>If you are provided with a leaseback vehicle and are required to be on call, you will pay reduced leaseback contributions in accordance with our Leaseback Vehicle Policy.</p>	<p>On Call Allowance</p> <p>If you are required to be On Call you will be paid an On Call Allowance. You must be contactable and available outside of ordinary hours to respond within a reasonable time to emergency and breakdown work or supervise call back of other employees. If you are required to attend work, you will be entitled to be paid for fares actually incurred or the private vehicle allowance from your home to the work location and return.</p> <p>If you are on call and are required to attend a call out, you will be paid at overtime rates for the time from when you leave for work until the time you return from work. The minimum 4-hour period of payment for call back does not apply to this subclause.</p>	Positive changes – removal of 1/3 reduction – full allowance to be paid

			If you are on call and are required to attend a call out, you will be paid at overtime rates for the time from when you leave for work until the time you return from work. The minimum 4 hour period of payment for call back does not apply to this subclause.	On call arrangements will be determined in accordance with Clause 36.	
17	19.6	19.6	<p>Tool Allowance If you are paid the Tool Allowance we will reimburse you for loss of those tools up to the maximum value listed in Schedule 3 - Monetary Rates - Table 3 – Allowances - Item 10.</p> <p>When we direct you to store the tools on our premises and the tools are stolen outside of ordinary working hours, we may require you to provide a list of tools before reimbursement.</p> <p>If you are an apprentice and are required to supply and maintain a tool kit relevant to your trade, we will pay you 75% of the relevant tool allowance.</p>	<p>Tool Allowance If you are paid the Tool Allowance we will reimburse you for loss of those tools up to the maximum value listed in <i>Schedule 3 - Monetary Rates - Table 3 – Allowances - Item 10</i>.</p> <p>When we direct you to store the tools on our premises and the tools are stolen outside of ordinary working hours, we may require you to provide a list of tools before reimbursement.</p> <p>If you are an apprentice and are required to supply and maintain a tool kit relevant to your trade, we will pay you 100% of the relevant tool allowance.</p>	Increase for apprentices from 75% to 100%
18	Clause 19.7	Clause 19.7	<p>Special Conditions Allowance Oxy-Viva 3 Resuscitation Unit If required, this allowance applies to employees qualified to use this unit (if not already included in your normal rate of pay).</p> <p>First-Aid Allowance Nominated to carry out first-aid duties in conjunction with your normal duties (if not already included in your normal rate of pay).</p> <p>Emergency Warden Allowance</p>	<p>Special Conditions Allowance You will be paid the following allowance if you are affected by special conditions associated with your duties, except if you are a Waste Management employee: or if your Position Description has been evaluated and resulted in a Salary Point level that takes into account the additional responsibilities below: Asphaltic Concrete Laying of asphaltic concrete, i.e. performing the operations of emulsion spraying and/or shovelling and/or screeding and/or rolling and/or transporting. Oxy-Viva 3 Resuscitation Unit</p>	

			Nominated Emergency Wardens are appointed to act within Emergency Plan requirements developed in accordance with AS 3745.	<p>If required, this allowance applies to employees qualified to use this unit (if not already included in your evaluated Salary Point).</p> <p>First-Aid Allowance</p> <p>Nominated to carry out first-aid duties in conjunction with your normal duties (if not already included in your evaluated Salary Point).</p> <p>This allowance cannot be received in conjunction with the Emergency Warden Allowance.</p> <p>Emergency Warden Allowance</p> <p>Nominated Emergency Wardens are appointed to act within Emergency Plan requirements developed in accordance with AS 3745 (if not already included in your evaluated Salary Point).</p> <p>This allowance cannot be received in conjunction with the First Aid Allowance.</p>	Minor Classification of job evaluation process
19	19.12	19.12	The conditions around the Civil Liability Allowance (CLA) - Engineering Professionals are set out in <i>Schedule 4.4 - Clause 15 (xv) - Allowances, Additional Payments and Expenses - Local Government (State) Award 2017</i> .	The conditions around the Civil Liability Allowance (CLA) - Engineering Professionals are set out in <i>Schedule 4.3 - Clause 16 (xv) - Allowances, Additional Payments and Expenses - Award</i> .	New Award update
20	19.13	19.13	The conditions around the Accreditation of Employees as Chartered Professional Engineers and accreditation of employees by the Building Professionals Board are set out in <i>Schedule 4.5 - Clause 15 (xvi) (xvii) - Allowances, Additional Payments and Expenses - Local Government (State) Award 2017</i> .	The conditions around the Accreditation of Employees as Chartered Professional Engineers and accreditation of employees by the Building Professionals Board are set out in <i>Schedule 4.4 - Clause 16 (xvi) (xvii) - Allowances, Additional Payments and Expenses - Award</i> .	New Award update
21	19.14	19.14	<p>Certificates, Licenses and other Requirements</p> <p>If you are classified as Operational Band 1 or Administrative/Technical Trades Band 2 in the Award and are required to hold a drivers licence in relation to your position (other than a Class C (car) or Class R</p>	<p>Certificates, Licences and other Requirements</p> <p>If you are required by CN to hold a Safe Work NSW approved certificate or licence in relation to your position, we will reimburse you for the cost of the certificate or licence.</p>	Clarity of payment of heavy vehicle drivers license reimbursement

			(rider) licence), we will reimburse you the difference between the cost of the licence and the cost of a Class C (car) drivers licence. The difference will be paid on a pro rata basis each year that the licence is required. If you are engaged in child related work and are required by the City of Newcastle to undertake a Working with Children Check (WWCC) as provided by the <i>Child Protection (Working with Children) Act 2012 (NSW)</i> , you will be reimbursed for the cost of your WWCC.			If you are required by CN to hold a drivers licence in relation to your position (other than a Class C (car) or Class R (rider) licence), we will reimburse you for the acquisition and ongoing cost of the licence if it is an inherent requirement of your role. If you are engaged in child-related work and are required by the City of Newcastle to undertake a Working with Children Check (WWCC) as provided by the <i>Child Protection (Working with Children) Act 2012 (NSW)</i> , you will be reimbursed for the cost of your WWCC.			
22	19.15	19.15	SHIFT ALLOWANCE NOT PAYABLE			SHIFT ALLOWANCE NOT PAYABLE			Exceptions created and alternative penalties for Waste Wash Bay and LTCA – outlined below
			Parking Officers	Commissionaires	Waste Collections Team Leader	Parking Officers	Commissionaires	Waste Collections Team Leader	
			Rangers	Garbage and Street Cleaning	Waste Collections Team	Rangers	Garbage and Street Cleaning	Waste Collections Team (except the afternoon wash bay attendant)	
			Pool employees	Library employees	Parking Technician employees	Pool employees	Library employees	Parking Technician employees	
			IT employees						
						IT employees	Entertainment, Events, Theatres and Hospitality employees		
23	19.15	19.15	ALTERNATIVE SHIFT ALLOWANCE			ALTERNATIVE SHIFT ALLOWANCE			

			Pool employees Commissionaires Library employees	Late Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 3 – Allowances – Item 46</i>	Pool employees Commissionaires Library employees	Late Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 3 – Allowances – Item 46</i>	
			IT employees	Late Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 3 – Allowances – Item 46</i> IT Overnight Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 3 – Allowances – Item 47</i>	IT employees	Late Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 3 – Allowances – Item 46</i> IT Overnight Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 3 – Allowances – Item 47</i>	
			Parking Technician employees	Late Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 3 – Allowances – Item 46</i> Shift Work: Considered a shift worker if required to work a roster between 6.30am, Monday to Saturday and extending to 1.30am the following morning: 2 or 3 Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 3 – Allowances – Item 43</i>	Parking Technician employees	Late Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 3 – Allowances – Item 46</i> Shift Work: Considered a shift worker if required to work a roster between 6.30am, Monday to Saturday and extending to 1.30am the following morning: 2 or 3 Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 3 – Allowances – Item 43</i>	
					Entertainment, Events, Theatres and Hospitality employees	For all work performed after midnight and before the commencement of ordinary hours as set out in Clause 22.4 an allowance	

					of 100% of the employee's ordinary time rate of pay.
				Waste Collections afternoon Wash Bay Attendant	Is considered to be a shift worker for the purposes of Clause 22.8 for any hours rostered after 6pm (except for overtime).
24	N/A	19.18	N/A – new wording	Inclement Weather In circumstances where your ability to safely perform your usual work is impacted by inclement weather, you will normally be required to carry out alternative essential work that is safe to perform. However, you may request to take annual leave on working days which are impacted by inclement weather. If you want to access annual leave (for inclement weather) on working days, this needs to be mutually agreed between you and your Coordinator or Supervisor. Annual leave can be applied for a half day only, for the purpose of this clause. Taking leave in accordance with this clause is optional and you are not required to go home on inclement days.	
25	20	20	To ensure we meet the transport needs of our organisation we have set out the conditions around leaseback vehicles and novated lease arrangements in <i>Schedule 4.6 - Clause 16 (B) and (C) - Motor Vehicle Arrangements - Local Government (State) Award 2017.</i>	To ensure we meet the transport needs of our organisation we have set out the conditions around leaseback vehicles and novated lease arrangements in <i>Schedule 4.6 - Clause 16 (B) and (C) - Motor Vehicle Arrangements - Local Government (State) Award 2020.</i>	
26	21.2	21.2	The Basics Further information on these arrangements is set out in <i>Schedule 4.7 - Clause 25 Part-time Employment - Local Government (State) Award 2017.</i>	The Basics Further information on these arrangements is set out in <i>Schedule 4.6 - Clause 26 Part-time Employment – Award.</i>	

			Job Share Employment Further information on these arrangements is set out in <i>Schedule 4.8 - Clause 27 Job Share Employment - Local Government (State) Award 2017</i> .	Job Share Employment Further information on these arrangements is set out in <i>Schedule 4.7- Clause 28 Job Share Employment - Award</i> .	New Award update
27	21.6	21.6	To ensure there is visibility of the use of labour hire, a regular monitoring process will be resolved between the parties, including scope to include the City of Newcastle Consultative Committee.	To ensure there is visibility of the use of labour hire, a regular monitoring process is in place with the City of Newcastle Consultative Committee.	Changes to capture current process of monitoring
28	21.7	21.7	The Basics Casual employees are engaged to provide flexibility to meet fluctuating organisational needs. As a casual you can be engaged on a day to day basis and will be paid the hourly rate for ordinary hours worked.	The Basics Casual employees are engaged to provide flexibility to meet fluctuating organisational needs. As a casual you can be engaged on a day to day basis. You will be paid the applicable ordinary time rate of pay for your Salary Point and Step plus the casual loading for ordinary hours worked.	New Casual Employment clause – conversion and clarity
29	21.7	21.7	Casual loading As a casual, you will be paid a 25% loading on your ordinary hourly rate	Casual loading As a casual, you will be paid a 25% loading on your ordinary time rate of pay.	
30	21.7	21.7	Minimum and maximum ordinary work hours Whenever you are requested to work, we will guarantee you 2 continuous hours on any day. You may work up to 35 or 38 ordinary hours per week depending on your position as set out in <i>Clause 22 - What are my hours of work?</i> If you work more than the ordinary hours per week you will then be paid overtime for all additional hours. You will not be asked to work more than 12 hours in one day.	Minimum and maximum ordinary work hours We will guarantee you 2 continuous hours on any day you attend for work If you are an EETH employee, you are guaranteed 4 continuous hours (or payment in lieu) on any day you attend for work. You may work up to 35 or 38 ordinary hours per week depending on your position as set out in <i>Clause 22 - What are my hours of work?</i> If you work more than those ordinary hours per week you will then be paid overtime for all additional hours. You will not be asked to work more than 12 hours in one day. If you work outside your applicable spread of hours in Clause 22, you will be paid the relevant shift penalty which is calculated on your Ordinary Time Rate of Pay or applicable allowance.	

				<p>If you work on a Saturday or Sunday, you will receive the appropriate weekend shift penalty applicable to your position. The weekend shift penalty is calculated on your Ordinary Time Rate of Pay not the casual loaded rate.</p> <p>If you are casual, you will not be offered to work overtime in a position held by a permanent employee, if such employee is available to work that overtime.</p>	
31	21.7	21.7	<p>Casual employees engaged on a regular basis If you are engaged on a regular and systematic basis, you will have access to annual assessment under the salary system.</p> <p>If you are appointed to a permanent position in our structure, your service as a casual will be counted as service for the purpose of calculating Long Service Leave if it is continuous with your appointment to the permanent position. In calculating the Long Service Leave entitlement, there will be a deduction of the Long Service Leave accrued whilst you were employed as a casual.</p> <p>We will not replace a permanent employee with a casual on a permanent basis.</p>	<p>Casual employees engaged on a regular basis If you are engaged on a regular and systematic basis, you will have access to annual assessment under the Salary System.</p> <p>If you are appointed to a permanent position in our structure, your service as a casual will be counted as service for the purpose of calculating Long Service Leave if it is continuous with your appointment to the permanent position. In calculating the Long Service Leave entitlement, there will be a deduction of the Long Service Leave accrued whilst you were employed as a casual.</p> <p>We will not replace a permanent employee with a casual on a permanent basis.</p> <p>If you are working as a casual on a regular and systematic basis you may request us to review the nature of your engagement. A review shall examine whether or not the position is more appropriately filled by a permanent employee. In undertaking this review, we shall have regard to the following matters:</p> <ul style="list-style-type: none"> the average amount of hours the employee has performed in the preceding 12 months; 	

				<p>the systematic nature of the roster and the employee participation in the roster over the preceding 12 months;</p> <p>the genuine operational reasons that align with the nature of the role;</p> <p>the service requirements of the position;</p> <p>the seasonal nature of the roles;</p> <p>if the position is contingent upon external funding;</p> <p>and</p> <p>any other relevant matter, including conversion of employment (casual to permanent).</p> <p>If the review results in the position being determined to be a permanent position, you have the option to be converted into the permanent As a result of a review you may be invited to apply for a permanent position with us. Such position. Such a position may be part time or full time. You and you will not receive the casual loading after conversion, but would be entitled to the terms and conditions applied to part time or full time employment.pro rata leave and severance entitlements.-</p> <p>If you are appointed to a permanent position in our structure, your service as a casual will be counted as service for the purpose of calculating Long Service Leave if it is continuous with your appointment to the permanent position. In calculating the Long Service Leave entitlement, there will be a deduction of the Long Service Leave accrued whilst you were employed as a casual see <i>Schedule 4.9 Clause 22 Long Service Leave</i>.</p>	
32	21.8	21.8	<p>Junior and Trainee Employment</p> <p>An apprenticeship or indentured traineeship may be established under the Apprenticeship and Traineeship</p>	<p>Apprentice, Junior and Trainee Employment</p> <p>An apprenticeship or indentured traineeship may be established under the Apprenticeship and Traineeship Act</p>	<p>Additional wording for apprenticeship</p>

			<p>Act 2001. We can also engage a non-indentured trainee to pursue a relevant course of external study while working for us.</p> <p>As an apprentice or trainee, you may perform any duties that provide relevant experience in any appropriate aspect of the City of Newcastle's activities.</p> <p>As an apprentice or trainee under 18 years of age, you will not be required to work overtime or shift work unless you wish to.</p> <p>There is no guarantee of continued employment on completion of an apprenticeship or traineeship; however, the skills you gain throughout your time at the City of Newcastle will ensure you are provided with the best chance possible when applying for any full time job vacancies.</p>	<p>2001. We can also engage a non-indentured trainee to pursue a relevant course of external study while working for us.</p> <p>As an apprentice or trainee, you may perform any duties that provide relevant experience in any appropriate aspect of the City of Newcastle's activities.</p> <p>As an apprentice or trainee under 18 years of age, you will not be required to work overtime or shift work unless you wish to.</p> <p>There is no guarantee of continued employment on completion of an apprenticeship or traineeship; however, the skills you gain throughout your time at the City of Newcastle will ensure you are provided with the best chance possible when applying for any full time job vacancies.</p> <p>For apprentice and trainee rates of pay refer to Schedule 3 table 2, Trainees and Apprentices Pay.</p>	
33	21.9	21.9	<p>If you are employed in multiple positions with us, the additional position/s may be regarded as separate and distinct employment engagements from the original offer of employment, provided that:</p> <ul style="list-style-type: none"> The positions involve different duties or are in different work function areas; and You have agreed to the employment in the second position. 	<p>If you are employed in multiple positions with us, the additional position/s may be regarded as separate and distinct employment engagements from the original offer of employment, provided that:</p> <ul style="list-style-type: none"> The positions involve different duties or are in different work function areas; and You have agreed to the employment in the second position. <p>When assessing multiple employment applications, Clause 22 should be considered in conjunction with Clause 36 Fatigue and Rostering and Multiple Employment.</p>	Inclusion of fatigue management for multiple positions

34	21.10	21.10	New or vacant positions within the organisational structure at City of Newcastle will be advertised in a manner to attract suitably qualified people to apply for the position. This may include advertising the position internally prior to any external advertisement where it can be determined that a sufficient pool of suitably qualified employees could apply. This applies to any appointment within the organisational structure where the term of employment is for more than 12 months in any period of 2 years.	New or vacant positions within the organisational structure at City of Newcastle will be advertised in a manner to attract suitably qualified people including those with diverse backgrounds, perspectives and experiences to apply for the position. This may include advertising the position internally prior to any external advertisement where it can be determined that a sufficient pool of suitably qualified employees could apply. This applies to any appointment within the organisational structure where the term of employment is for more than 12 months in any period of 2 years.	More inclusive wording
35	N/A	21.10	N/A – new wording	If you are a veteran of the Australian Defence Force and you are an unsuccessful applicant, we will provide you with feedback if you request it.	New provision to support veterans
36	21.11	21.11	N/A – new wording	Lateral Transfer We may agree with you to be appointed to another suitable vacant position within the organisation structure by way of lateral transfer. For example, if you suffer some temporary or permanent incapacity.	New provision to support injured workers
37	21.11	21.12	21.11 Probation	21.12 Probation	New Clause number – no change
38	22.1	22.1	FUNCTIONS - 35 HOURS PER WEEK	FUNCTIONS - 35 HOURS PER WEEK	Addition of LTCA ticketing
			Management / Administration / Clerical / Finance	Management / Administration / Clerical / Finance	
			Professional: Engineering / Architecture / Surveying / Landscape Architecture / Strategic / Environmental / Health / Building / Planning	Professional: Engineering / Architecture / Surveying / Landscape Architecture / Strategic / Environmental / Health / Building / Planning	
			Technical Services (including Engineering Technical / IT / Printing)	Technical Services (including Engineering Technical / IT / Printing)	

			Library	Library	
			Professional: Art Gallery/ Community Services / Museum	Art Gallery/ Community Services / Museum	
				Entertainment, Events, Theatres and Hospitality (Ticketing)	
39	22.4	22.4	N/A – new wording	<p>Entertainment, Events, Theatres and Hospitality employees (except Food and Beverage staff and Ticketing) 38 hours per week, between 7:00am and 12 midnight, Monday to Sunday</p> <p>Entertainment, Events, Theatres and Hospitality employees (Food and Beverage staff) 38 hours per week, between 6:00am and 12 midnight, Monday to Sunday</p> <p>- General Hand, Wash Bay Attendant(Afternoon)</p>	New clause for alternative shift penalties
40	22.6	22.6	N/A – new wording	This clause does not apply to Entertainment, Events, Theatres and Hospitality employees - refer to <i>Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees.</i>	New wording for LTCA transition
41	22.7	22.7	N/A – new wording	This clause does not apply to Entertainment, Events, Theatres and Hospitality employees - refer to <i>Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees.</i>	New wording for LTCA transition
42	22.8	22.8	Shift workers Shift workers will work in accordance with a regular roster suitable to the industry. A roster may be	Shift workers	Additional

			<p>departed from in cases of emergency.</p> <p>Every shift worker will be entitled to at least one Sunday off duty in every 28 days and will be allowed a crib time of 20 minutes on each shift which will be counted as time worked.</p>	<p>Shift workers will work in accordance with a regular roster suitable to the industry. A roster may be departed from in cases of emergency.</p> <p>Every shift worker will be entitled to at least one Sunday off duty in every 28 days and will be allowed a crib time of 20 minutes on each shift which will be counted as time worked.</p> <p>Night shift workers and afternoon shift workers will be entitled to a 20% shift penalty, in addition to the Ordinary Time Rate of Pay for the actual time worked outside the span of ordinary hours specified in subclause 22.4.</p> <p>Night shift workers will be entitled to a penalty rate of 200% of the Ordinary Time Rate of Pay for ordinary hours worked on a night shift, commencing on a Sunday night, for the whole shift. This penalty does not apply to night project work.</p> <p>If we intend to put in place an afternoon shift or night shift roster, we will consult with you in accordance with Clause 22.11 and such agreement shall be made in accordance with <i>Schedule 4.11 – Clause 43 Council Agreements</i>.</p>	Wording for 20% shift penalty
43	22.9	22.9	<p>Night Project Work</p> <p>This subclause only applies to you if you are temporarily performing night work on a project basis, in lieu of Monday to Friday penalties.</p> <p>The penalty for hours worked in the span 3.30pm Sunday to 7.00am Friday inclusive, will be paid at 35% of the ordinary hourly rate for the time worked.</p>	<p>Night Project Work</p> <p>This subclause only applies to you if you are required to move from your normal roster to temporarily performing night work on a project basis for a set timeframe, in lieu of Monday to Friday penalties.</p> <p>The penalty for hours worked in the span 3.30pm Sunday to 7.00am Friday inclusive, will be paid at 35% of the Ordinary Time Rate of Pay for the time worked.</p>	Clarity in reference to the above clause

			<p>All types of leave taken by you when working on the project will be paid at the ordinary rate (without penalty rates).</p> <p>You may change to day work with the consent of Management.</p> <p>The actual hours to be worked will be agreed prior to project commencement and may be varied with you by agreement. The composition and method of selection of the project team will be identified and agreed in writing not less than 1 week prior to commencement of the project. Where agreement is not reached, we may require other employees join the project without notice.</p>	<p>All types of leave taken by you when working on the project will be paid at the ordinary rate (without penalty rates).</p> <p>You may change to day work with the consent of Management.</p> <p>The actual hours to be worked will be agreed prior to project commencement and may be varied with you by agreement. The composition and method of selection of the project team will be identified and agreed in writing not less than 1 week prior to commencement of the project. Where agreement is not reached, we may require other employees join the project without notice.</p>	
44	22.11	22.11	<p>Can we change hours of work and penalties? City of Newcastle and the Unions may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.</p>	<p>Can we change hours of work and penalties? City of Newcastle and the Unions may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.</p> <p>If we seek to implement an alternate spread of hours (for example, a permanent afternoon shift), we will consult directly with any affected employees and your Union. We will also refer the proposal to alter the spread of ordinary hours to the Consultative Committee prior to advertising the new or vacant position(s).</p> <p>Following the consultation process and provided we are satisfied that there are suitably qualified employees, we may call for expressions of interest from those suitable employees for transfer into the new or vacant position (s) or we may laterally transfer the suitable employees to the new or vacant position(s) created by the changes to the spread of hours.</p>	<p>New process / consult for rosters to be offered internally first</p>

				Employees whose ordinary hours of work are from Monday to Friday, shall not be compelled to agree to a new roster that includes working ordinary hours on Saturdays or Sundays.	
45	23	23	What meal breaks am I entitled to?	What breaks am I entitled to?	
46	23	23	N/A – new wording	If you are required to breast feed (including expressing), we will make arrangements to accommodate your needs with appropriate paid breaks.	New provision
47	24.2	24.2	<p>Time in lieu for overtime hours worked If you are required to work overtime, you can elect to take time in lieu equivalent to the actual hours worked instead of overtime pay.</p> <p>Where time in lieu instead of overtime has been agreed:</p> <p>The time in lieu is to be taken at a mutually agreed time and ideally as soon as possible after the time has been worked;</p> <p>The maximum accrual will be equal to your weekly ordinary hours. If you start to approach your weekly ordinary hours limit, Management may agree for a greater accrual between you or a group of employees and Management.</p> <p>Your Manager will advise you when you are approaching the maximum accrual and you will need to reach agreement to reduce the accrual. If agreement cannot be reached, you may be directed to take the time in lieu accrual at a time convenient to the operation. If you have not been released to take</p>	<p>Time in lieu for overtime hours worked If you are required to work overtime, you can elect to take time in lieu equivalent to the actual hours worked instead of overtime pay.</p> <p>Where time in lieu instead of overtime has been agreed:</p> <p>The time in lieu is to be taken at a mutually agreed time and ideally as soon as possible after the time has been worked;</p> <p>The maximum accrual will be equal to your weekly ordinary hours. If you start to approach your weekly ordinary hours limit, Management may agree for a greater accrual between you or a group of employees and Management.</p> <p>Your Manager will advise you when you are approaching the maximum accrual and you will need to reach agreement to reduce the accrual.</p> <p>If agreement cannot be reached, you may be directed to take the time in lieu accrual at a time convenient to the</p>	Clarity on the payment of TIL if not used

			<p>the time in lieu within 6 months you may elect to be paid the overtime at the appropriate rates. Direction to take time in lieu will only occur in circumstances where:</p> <p>You have in excess of 1 weeks' time in lieu (based on your ordinary hours); or</p> <p>We have a period of shut down of up to 2 weeks, where you do not have enough leave to cover the closure.</p> <p>If you leave us you will be paid out the time accrued at the overtime rate.</p>	<p>operation. A direction to take time in lieu will only be given in circumstances where:</p> <p>You have in excess of 1 weeks' time in lieu (based on your ordinary hours); or</p> <p>We have a period of shut down of up to 2 weeks, and you do not have enough leave to cover the closure.</p> <p>If you have not been released to take the time in lieu and you have in excess of 1 weeks' time in lieu (based on your ordinary hours) within any 6 month period you will be paid the overtime at the appropriate rates unless otherwise agreed.</p> <p>If you leave us you will be paid out the time accrued at the overtime rate.</p>																									
48	24.5	24.5	The conditions around excess hours arrangements are set out in <i>Schedule 4.9 - Clause 19 - Overtime - (B) Excess Hours Agreements - Local Government (State) Award 2017</i> .	The conditions around excess hours arrangements are set out in <i>Schedule 4.8 - Clause 20 - Overtime - (B) Excess Hours Agreements - Award</i> .																									
49	25	25	<table><tr><th colspan="2">THE FOLLOWING DAYS ARE PUBLIC HOLIDAYS:</th></tr><tr><td>New Year's Day;</td><td>Queen's Birthday;</td></tr><tr><td>Australia Day;</td><td>Labour Day;</td></tr><tr><td>Good Friday;</td><td>Christmas Day;</td></tr><tr><td>Easter Saturday;</td><td>Boxing Day;</td></tr><tr><td></td><td></td></tr></table>	THE FOLLOWING DAYS ARE PUBLIC HOLIDAYS:		New Year's Day;	Queen's Birthday;	Australia Day;	Labour Day;	Good Friday;	Christmas Day;	Easter Saturday;	Boxing Day;			<table><tr><th colspan="2">THE FOLLOWING DAYS ARE PUBLIC HOLIDAYS:</th></tr><tr><td>New Year's Day;</td><td>King's Birthday;</td></tr><tr><td>Australia Day;</td><td></td></tr><tr><td>Good Friday;</td><td></td></tr><tr><td>Easter Saturday;</td><td>Boxing Day;</td></tr><tr><td>Easter Sunday;</td><td>All days proclaimed as holidays within the City of Newcastle Local Government Area;</td></tr></table>	THE FOLLOWING DAYS ARE PUBLIC HOLIDAYS:		New Year's Day;	King's Birthday;	Australia Day;		Good Friday;		Easter Saturday;	Boxing Day;	Easter Sunday;	All days proclaimed as holidays within the City of Newcastle Local Government Area;	Update of public holiday
THE FOLLOWING DAYS ARE PUBLIC HOLIDAYS:																													
New Year's Day;	Queen's Birthday;																												
Australia Day;	Labour Day;																												
Good Friday;	Christmas Day;																												
Easter Saturday;	Boxing Day;																												
THE FOLLOWING DAYS ARE PUBLIC HOLIDAYS:																													
New Year's Day;	King's Birthday;																												
Australia Day;																													
Good Friday;																													
Easter Saturday;	Boxing Day;																												
Easter Sunday;	All days proclaimed as holidays within the City of Newcastle Local Government Area;																												

			Easter Sunday;	All days proclaimed as holidays within the City of Newcastle Local Government Area; and	Easter Monday;	All special days proclaimed as a public holiday in NSW; and	
			Easter Monday;	All special days proclaimed as a public holiday in NSW.	Anzac Day;	Any agreed substitute day in accordance with Clause 25.5.	
			Anzac Day;	.			
50	25.4	25.4	Casual employees who work on a public holiday If you are employed as a casual employee and you are required to work on a public holiday you will be paid 3 times your ordinary rate for all time worked. This will exclude your casual loading.		Casual employees who work on a public holiday If you are employed as a casual employee and you are required to work on a public holiday you will be paid 3 times your ordinary rate for all time worked. This will exclude your casual loading. Clause 25.4 does not apply to Entertainment, Events, Theatres and Hospitality employees - refer to <i>Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees</i> .		Different arrangements for ITCA
51	N/A	25.5	N/A – new wording		Substitute Public Holiday An employee may request to substitute a Public Holiday prescribed in this Clause with an alternative day for cultural or religious reasons.		New Provision
52	26	26	Picnic Day is a day when all City of Newcastle employees and their families have the opportunity to come together for a picnic event. It is not a public or concessional holiday, so the rest of the community will be working and expecting essential and other services to operate. Picnic Day will be held on a day agreed between City of Newcastle and the Consultative Committee. Eligibility for Picnic Day		26.1 Picnic Day Arrangements Picnic Day is a day when all City of Newcastle employees and their families have the opportunity to come together for a picnic event. It is not a public or concessional holiday, so the rest of the community will be working and expecting essential and other services to operate. Picnic Day will be held on a day agreed between City of Newcastle and the Consultative Committee. If Picnic Day does not proceed as agreed, the designated day is a normal work day. Alternative arrangements may be subsequently agreed with the Consultative Committee.		Clarity on arrangements if not held

			<p>To be eligible to have Picnic Day, you must have purchased a Picnic Day Ticket (either through payroll deductions or from the Picnic Committee), provided that:</p> <ul style="list-style-type: none"> The ticket was purchased at least 1 month before the Picnic Day; and The ticket was not purchased after you have agreed to work. <p>If you do not purchase a picnic ticket then you will be required to work the day as a normal day.</p> <p>Working on Picnic Day</p> <p>If you have purchased a Picnic Day ticket and we need you to work, you will be;</p> <ul style="list-style-type: none"> Paid for the day at your ordinary rate for hours you would normally work; and Reimbursed the cost of the picnic day ticket; and Entitled to a day off at a later, mutually agreed time. <p>If we require you to work we will notify you at least 1 week prior to Picnic Day. We will try to keep the number of employees who are required to work at a minimum.</p>	<p>26.2 Eligibility for Picnic Day</p> <p>To be eligible to have Picnic Day, you must have purchased a Picnic Day Ticket (either through payroll deductions or from the Picnic Committee), provided that:</p> <ul style="list-style-type: none"> The ticket was purchased at least 1 month before the Picnic Day; and The ticket was not purchased after you have agreed to work. <p>If you do not purchase a picnic ticket then you will be required to work the day as a normal day.</p> <p>26.3 Working on Picnic Day</p> <p>If you have purchased a Picnic Day ticket and we need you to work, you will be;</p> <ul style="list-style-type: none"> Paid for the day at your ordinary rate for hours you would normally work; and Reimbursed the cost of the picnic day ticket; and Entitled to a day off at a later, mutually agreed time; and If Picnic Day event does not proceed, the designated day is a normal work day. <p>If we require you to work we will notify you at least 1 week prior to Picnic Day. We will try to keep the number of employees who are required to work at a minimum.</p> <p>If you are required to work overtime on Picnic Day, the time worked will be normal overtime.</p>	
--	--	--	--	---	--

			If you are required to work overtime on Picnic Day, the time worked will be normal overtime.						
53	27	27	THE EMPLOYEES TRADITIONALLY PROVIDING ESSENTIAL SERVICES ON SHOW DAY ARE AS FOLLOWS:			THE EMPLOYEES TRADITIONALLY PROVIDING ESSENTIAL SERVICES ON SHOW DAY ARE AS FOLLOWS:			Addition of VIC, Rangers, LTCA
			Waste Collection and Summerhill Site employees	Parking Technician employees	Convenience Cleaners	Waste Collection and Summerhill Site employees	Parking Technician employees	Convenience Cleaners	
			Beach Inspectors and Cleaners	Parking Officers	Museum and Art Gallery employees	Beach Inspectors and Cleaners	Parking Officers	Museum, Art Gallery and Visitor Centre employees	
			Inland Pool Attendants	Municipal Buildings Cleaning employees	Workshop employees	Inland Pool Attendants	Municipal Buildings Cleaning employees	Workshop employees	
			Street Cleaning employees	Blackbutt Reserve employees	Beresfield Childcare employees	Street Cleaning employees	Blackbutt Reserve employees	Beresfield Childcare employees	
			Environmental Health Officers			Environmental Health Officers	Rangers	Entertainment, Events, Theatres and Hospitality employees including who are required to perform work	
						Commissionaires			

54	28	28	After having completed your half day, you will be allowed to cease work at 11am (for 38 hour per week employees) or 12 midday (for 35 hour per week employees), without deduction of pay. Where commencement times vary, a different arrangement may be agreed with your Service Unit Manager.	After having completed your half day, you will be allowed to cease work at 11am (for 38 hour per week employees) or 12 midday (for 35 hour per week employees), without deduction of pay. Where commencement times vary, a different arrangement may be agreed with your Service Unit Manager.	Clarity on ½ day not time
55	29	29	If you agree to work on Bank Holiday you will be entitled to payment at your ordinary rate for the day plus a day in lieu. Casual employees are entitled to payment at double time.	If you agree to work on Bank Holiday, you will be entitled to payment at your Ordinary Payrate for the day plus a day in lieu plus a day in lieu. or you can elect to be paid at double time. Casual employees are entitled to payment at double time.	Can elect for payment not just TIL
56	31	31	(a) 9 day fortnight; (b) 19 day month; (c) Flexi-time arrangements; (d) Time in lieu; (e) Paid or unpaid leave; (f) Part-time work and job share arrangements; (g) Purchased Additional Annual Leave arrangements; (h) Working 4 out of 5 years; (i) Working from home arrangements; and (j) Any other operationally agreed combination.	(a) 9 day fortnight; (b) 19 day month; (c) Flexi-time arrangements; (d) 4 day week; (e) Time in lieu; (f) Paid or unpaid leave; (g) Part-time work and job share arrangements; (h) Purchased Additional Annual Leave arrangements; (i) Working 4 out of 5 years; (j) Working from home arrangements; and (k) Any other operationally agreed combination.	Addition of 4-day week
57	31.3	31.3	Where a majority of employees seek to introduce a 9 day fortnight roster or other flexible arrangement to suit the team's work-life balance and the operational needs of the organisation, we will endeavour to implement the flexibility wherever practical.	Where a majority of employees seek to introduce flexible work arrangements to suit the team's work-life balance and the operational needs of the organisation, we will endeavour to implement the flexibility wherever practical.	To cover all arrangements

58	N/A	31.8	N/A – new wording	31.8 4 day week A four day week means that you work your ordinary weekly hours (35 or 38) over 4 days each week. (Not necessarily consecutive).	Addition of 4-day week
59	32.1	32.1	N/A – new wording	The Basics For special transitional provisions for Entertainment, Events, Theatres and Hospitality employees regarding annual leave, refer to <i>Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees</i> .	Transition arrangements
60	32.1	32.1	Payment for Annual Leave Payment will be either prior to commencing leave or as normal salary, as requested by you. Payment will be at your ordinary rate and will include allowances considered part of ordinary pay. If you leave us, you will be paid any accrued Annual Leave not yet taken at your ordinary rate.	Payment for Annual Leave Payment for your whole period of approved leave can will be made either on request and will be paid on the nearest pay day prior to you commencing leave. Alternatively, you will be paid or as normal salary, on normal pay day/s as requested by you. Payment will be at your Ordinary Pay (this rate and will includes allowances considered part of Ordinary Pay). If you cancel your leave appropriate adjustments will be made to your leave balance and payment. If you leave us, you will be paid any accrued Annual Leave not yet taken at your Ordinary Pay.	Clarity of ordinary pay
61	32.1	32.1	Annual Leave Loading If you have been employed for at least 1 full year you will be paid 17.5% of 4 weeks of your ordinary rate of pay, as at 31 October (excluding other allowances, penalty rates, overtime or other payments). If you leave us for any reason other than misconduct, you will be paid a loading of 17.5% of the rate of pay for completed months of service since 31 October.	Annual Leave Loading If you have been employed for at least 1 full year you will be paid 17.5% of 4 weeks of your ordinary time rate of pay, as at 31 October (excluding other allowances, penalty rates, overtime or other payments). If you leave us for any reason other than misconduct, you will be paid a loading of 17.5% of the Ordinary Time Rate of Pay for completed months of service since 31 October.	Clarity of time rate of pay

				For special transitional provisions for Entertainment, Events, Theatres and Hospitality employees regarding annual leave loading, refer to <i>Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees</i> .	
62	32.1	32.1	N/A – new wording	<p>You want to cash out some of your Annual Leave You may have some of your Annual Leave cashed out if you request it. You can cash an amount of at least one week of your accrual above four weeks and must retain at least four weeks in your accrual. Periods of annual leave cashed out do not attract accruals for other forms of leave.</p> <p>When you cash out some of your annual leave you shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions. You will not receive annual leave loading as it is paid in accordance with the provisions above entitled "Annual Leave Loading".</p> <p>If you are acting in a higher position, you will need to have been acting in that higher position for a consecutive period greater than 6 months for the higher rate of pay to be considered. Your ordinary pay rate is calculated as the average rate over a twelve-month period immediately preceding the leave cash out.</p>	New provision
63	32.2	32.2	<p>The Basics You can take Personal Leave if you cannot attend work because you are unwell or injured, or you are responsible for the care and support for an immediate family member who is unwell, injured or affected by an unexpected emergency.</p>	<p>The Basics You can take Personal Leave if you cannot attend work because you are unwell or injured, or you are responsible for the care and support for an immediate family member or registered assistance animal who is unwell, injured or affected by an unexpected emergency.</p> <p>For special transitional provisions for Entertainment, Events, Theatres and Hospitality employees regarding personal</p>	Transition arrangements

				leave, refer to <i>Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees</i> .	
64	32.2	32.2	<p>Payment for Personal Leave Payment will be either prior to commencing leave or as normal salary, as requested by you. Payment will be at your ordinary rate and will include allowances considered part of ordinary pay.</p> <p>If you leave us, you will be paid any accrued Annual Leave not yet taken at your ordinary rate.</p>	<p>Payment for Personal Leave You will be paid your Ordinary Pay for Personal Leave, provided you are not covered by workers compensation.</p>	Clarity of ordinary pay
65	32.2	32.2	<p>Taking Personal Leave Personal Leave can be taken in part days. You are not required to provide a medical certificate for absences.</p>	<p>Taking Personal Leave Personal Leave can be taken in part days. You will not be required to provide evidence for absences except in the circumstances set out below.</p>	Minor wording changes
66	32.2	32.2	<p>Where trust is questioned You may need to provide evidence if it appears that there has been a misuse of Personal Leave.</p> <p>Where we consider this necessary, we will meet with you and your Union to discuss your use of Personal Leave and provide you with an opportunity to respond.</p> <p>The type of occurrences that may lead to us meeting with you would be:</p> <ul style="list-style-type: none"> Where you have on more than 2 occasions failed to notify us within a reasonable timeframe of your need to take Personal Leave; or Where counselling or a warning about your behaviour has occurred relating to your use of Personal Leave and you continue to engage in this conduct; or 	<p>Where evidence may be required There are some circumstances in which we may ask to meet with you regarding the use of personal leave.</p> <p>The types of occurrences that may lead to us meeting with you would be:</p> <ul style="list-style-type: none"> Where you have on more than 2 occasions failed to notify us within a reasonable timeframe of your need to take Personal Leave; or Where counselling or a warning about your behaviour has occurred relating to your use of Personal Leave and you continue to engage in this conduct; or For any reason where it appears that there may be a pattern of usage. 	Minor wording changes

			<p>For any reason where it appears that there may be a pattern of behaviour.</p> <p>Following a discussion and where deemed necessary by us, you will be required to produce a medical certificate or statutory declaration for any further absence. Failure to provide a medical certificate, statutory declaration, or other form of reasonable evidence to our satisfaction, may result in non-payment of leave. In such cases the time away from work will be regarded as an unauthorised absence.</p>	<p>Where we consider this necessary, we will meet with you and your Union, to discuss your use of Personal Leave and provide you with an opportunity to respond.</p> <p>Following a meeting and where deemed necessary by us, you will be required to produce a medical certificate or statutory declaration for any further absence. Failure to provide a medical certificate, statutory declaration, or other form of reasonable evidence to our satisfaction, may result in non-payment of leave and disciplinary action. In such cases the time away from work will be regarded as an unauthorised absence.</p>	
67	32.2	32.2	<p>Transfer of Personal Leave (Sick Leave) from another NSW Local Government Council</p> <p>If you come to City of Newcastle from another Council where you were covered by the <i>Local Government (State) Award 2017</i> and its successors, you can transfer untaken Personal Leave to City of Newcastle up to a maximum of 13 weeks. Personal Leave accumulated since the last anniversary date will be transferred on a pro-rata basis.</p>	<p>Transfer of Personal Leave (Sick Leave) from another NSW Local Government Council</p> <p>If you come to City of Newcastle from another Council where you were covered by the <i>Award</i> and its successors, you can transfer untaken Personal Leave to City of Newcastle up to a maximum of 13 weeks. Personal Leave accumulated since the last anniversary date will be transferred on a pro-rata basis.</p>	Minor wording changes - Award
68	32.2	32.2	<p>Cashing out Personal Leave</p> <p>When you leave us, you will be paid 75% of the retained balance (30 days or a proportion of the 30 days) that remains at the time.</p>	<p>Cashing out Personal Leave</p> <p>When you leave us, you will be paid 75% of the retained balance (30 days or a proportion of the 30 days) that remains at the time following the above criteria.</p>	Minor wording changes (clarity) – no change
69	32.3	32.3	<p>Long Service Leave</p> <p>Your Long Service Leave entitlements as well as arrangements around cashing out Long Service Leave and transferring between employers are set out in <i>Schedule 4.10 - Clause 21 – Leave Provisions - (E) Long Service Leave - Local Government (State) Award 2017</i>.</p>	<p>Long Service Leave</p> <p>Your Long Service Leave entitlements as well as arrangements around cashing out Long Service Leave and transferring between employers are set out in <i>Schedule 4.9 - Clause 22 - Leave Provisions - (E) Long Service Leave - Award</i>.</p>	New Award Clause

				<p>For the purpose of this Schedule 4.9 "ordinary rate of pay" means "ordinary pay".</p> <p>Additional arrangements for Entertainment, Events, Theatres and Hospitality employees are set out in <i>Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees</i>.</p>	<p>Clarity on ordinary pay</p> <p>Transition arrangements</p>
70	32.4	32.4	<p>The Basics You can access unpaid leave to care for your new arrival in line with the <i>NES</i> (Chapter 2, Part 2-2, Division 5 – 'Parental leave and related entitlements' under the <i>Fair Work Act 2009 (Cth)</i> and the <i>Paid Parental Leave Act 2010 (Cth)</i>.</p> <p>Unpaid leave options include;</p> <ul style="list-style-type: none"> Unpaid Parental Leave, including Unpaid Adoption Leave Transfer To A Safe Job and No Safe Job Unpaid Special Maternity Leave <p>Leave</p> <p>We also provide additional paid leave benefits to support you while you are on Parental Leave.</p> <p>Paid leave options include;</p> <ul style="list-style-type: none"> Paid Parental Leave Paid Adoption Leave Paid Special Maternity Leave Concurrent Parental Leave 	<p>The Basics You can access unpaid leave to care for your new arrival in line with the <i>NES</i> (Chapter 2, Part 2-2, Division 5 – 'Parental leave and related entitlements' under the <i>Fair Work Act 2009 (Cth)</i> and the <i>Paid Parental Leave Act 2010 (Cth)</i>.</p> <p>Unpaid leave options include;</p> <ul style="list-style-type: none"> Unpaid Parental Leave, including Unpaid Adoption Leave Unpaid Special Maternity Leave Unpaid No Safe Job Leave <p>We also provide additional paid leave benefits to support you before or during a period of Parental Leave.</p> <p>Paid leave options include;</p> <ul style="list-style-type: none"> Paid Parental Leave Paid Adoption Leave Paid Special Maternity Leave Paid No Safe Job Leave Concurrent Parental Leave 	<p>Minor wording on entitlements</p>
71	32.4	32.4	<p>When can my leave start? If you are pregnant, the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the</p>	<p>When can my leave start? If you are pregnant, the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child</p>	

			If your spouse or de facto partner is pregnant, the period of leave may start at any time within 12 months after the date of birth of the child provided that you become the primary care giver.	If your spouse or de facto partner is pregnant, the period of leave may start at any time within 12 months after the date of birth of the child provided that you become the primary care giver. If you are unwell during your pregnancy, and need to take leave earlier than expected, you may access your Personal Leave. Personal Leave may only be applied up to the commencement of your Parental Leave and a medical certificate may need to be provided.	Option to access personal leave
72	32.4	32.4	Eligibility If both parents of a child work for City of Newcastle and share responsibility for being the primary carer, only one parent is eligible to receive Paid Parental Leave.	Eligibility If both parents of a child work for City of Newcastle and share responsibility for being the primary carer at different times, both parents are eligible to receive Paid Parental Leave. This leave must be taken at separate times, not concurrently.	Change to include both parents
73	32.4	32.4	18 weeks Paid Parental Leave (make-up pay) If you are receiving PPL instalments as a primary or secondary claimant under the <i>Paid Parental Leave Act 2010 (Cth)</i> , you will be entitled to Parental Leave (make-up pay) for the period you are receiving PPL instalments, up to a maximum of 18 weeks.	18 weeks Paid Parental Leave (make-up pay) If you are receiving PPL instalments as a primary or secondary claimant under the <i>Paid Parental Leave Act 2010 (Cth)</i> , you will be entitled to Parental Leave (make-up pay) for the period you are receiving PPL instalments, up to a maximum of 18 weeks. This means we will pay the difference between the Federal Government PPL instalment, which is set at the National Minimum Wage, and an employee's Ordinary Pay.	Clarity on entitlement
74	32.4	32.4	9 weeks Paid Parental Leave (non-make-up pay) You may elect to receive Paid Parental Leave (non-make-up pay) for a total of 9 weeks ordinary pay or 18 weeks at half pay. You are entitled to Paid Parental Leave (non-make up pay) for days that you are the primary carer so this may be on a full time or part time basis. The maximum period is 9 weeks and payment is only provided if the days fall on a day you would ordinarily work.	9 weeks Paid Parental Leave You may elect to receive Paid Parental Leave for a total of 9 weeks Ordinary Pay or 18 weeks at half pay. An employee who receives 9 weeks (or 18 weeks at half pay) Paid Parental Leave from us, may elect to receive their Federal Government PPL in addition to their Council Paid Parental Leave.	

				You are entitled to Paid Parental Leave for days that you are the primary carer which may be on a full time or part time basis. The maximum period is 9 weeks and payment is only provided if the days fall on a day you would ordinarily work.	
75	32.4	32.4	<p>How does Paid Parental Leave affect my entitlements and service?</p> <p>Your period of Paid Parental Leave counts as service for the purposes of Long Service, Annual and Personal Leave accruals and superannuation. Superannuation is calculated on your ordinary pay. If you take your Paid Parental Leave at half pay, entitlements will accrue at half pay.</p>	<p>How does Paid Parental Leave affect my entitlements and service?</p> <p>Your period of Paid Parental Leave counts as service for the purposes of Long Service, Annual and Personal Leave accruals and superannuation. Superannuation is calculated on your ordinary pay.</p> <p>If you take your Paid Parental Leave at half pay, entitlements will accrue at half pay.</p> <p>If you are on unpaid leave for a period greater than 12 months prior to commencing a period of parental leave, you will be required to return to work for a period of 3 months prior to receiving paid parental leave entitlements.</p>	Clarity on entitlement
76	32.4	32.4	<p>What happens if I need to take another period of Paid Parental Leave?</p> <p>You will not be entitled to a further period of Paid Parental Leave unless you have returned to work for us for at least 3 months since your previous period of Parental Leave.</p>	<p>What happens if I need to take another period of Paid Parental Leave?</p> <p>You will not be entitled to a further period of Paid Parental Leave unless you have returned to work for us for at least 3 months since your previous period of Parental Leave.</p> <p>If your return to work is on reduced hours or a part time arrangement you will be paid an average of the preceding 12 months hours worked for the purpose of another period of Paid Parental Leave.</p>	Clarity on entitlement
77	32.4	32.4	<p>Paid Special Maternity Leave</p> <p>If you are eligible for Paid Parental Leave, you can access paid leave if your pregnancy ends within 24 weeks of the expected date of birth (other than by the birth of a living child), or where you suffer illness</p>	<p>Paid Special Maternity Leave</p> <p>If you are eligible for Paid Parental Leave, you can access paid leave if your pregnancy ends within 24 weeks of the expected date of birth (other than by the birth of a living</p>	

			related to the pregnancy, and are not then on Paid Maternity Leave. This leave requires a medical practitioner to certify that the leave is necessary before your return to work.	child). Employees who experience pregnancy loss, or are the spouse or de factor partner of a person who experiences pregnancy loss, may elect to access other forms of leave such as Personal Leave or Bereavement Leave in accordance with this Agreement.	Clarity on entitlement
78	32.4	32.4	N/A – new wording	<p>Cancelling leave, returning to work and hospitalised children</p> <p>If you were eligible for Paid or Unpaid Leave in accordance with this Clause and the child is stillborn or dies during the 24-month period starting on the child's date of birth, then you are entitled to cancel the period of leave before it commences, remain on leave if it has commenced or to give at least four weeks' notice that you intend to return to work on a specific day. You may also agree with us to another arrangement; for example, reducing the period of notice or the period of leave you had originally intended to take.</p> <p>If a child is required to remain in hospital after birth or is hospitalised immediately after birth, you may agree with us that you will not take a period of pre-approved Paid or Unpaid Leave during the period the child remains in hospital.</p>	New provision
79	32.5	32.5	Pre-Adoption Leave is available to attend interviews or examinations in the process of gaining approval for the adoption of a child. You are entitled to up to 2 days Pre-Adoption Leave at ordinary pay which can be taken as a single continuous period or in separate periods up to 2 days.	Pre-Adoption Leave is available to attend interviews or examinations in the process of gaining approval for the adoption of a child. You are entitled to up to 2 days Pre-Adoption Leave at Ordinary Pay which can be taken as a single continuous period or in separate periods up to 2 days.	
80	32.7	32.7	N/A – new wording	You are entitled to Bereavement Leave in accordance with this clause if a child who would have been a member of your immediately family or household is stillborn, or where you or your current spouse or de factor partner has a miscarriage.	New provision

81	32.7	32.7	<p>Additional Bereavement Leave We may grant additional Bereavement Leave if extenuating circumstances exist, such as having to travel interstate or overseas. Your request would need to be approved by your Director.</p>	<p>Additional Bereavement Leave If you are a permanent or temporary/term contract employee you are entitled to half a day paid Bereavement Leave upon the death of a cousin.</p> <p>We will also allow you time to attend the funeral of a person not listed above, such as a close personal friend or work colleague. The leave will include time to travel to and from the funeral service and will be taken from your Personal Leave balance. Any additional time to attend a function following the funeral service will be taken from other leave entitlements such as time in lieu or flexi-time/rostered days off.</p> <p>We may grant additional Bereavement Leave if extenuating circumstances exist, such as where there are cultural considerations or where you have to travel interstate or overseas. Your request would need to be approved by your Director.</p> <p>If you are a permanent or temporary/term contract employee and you are on approved Annual Leave or Long Service Leave and you become entitled to leave in accordance with Clause 32.7, you may have your affected Annual Leave or Long Service Leave reccredited for the applicable period of Bereavement Leave.</p>	Reimbursement of leave due to bereavement
82	32.8	32.8	<p>We are committed to providing you with support if you are experiencing family and domestic violence or are providing support to an immediate family or household member who is experiencing family and domestic violence. As part of this support, we offer up to 10 days' additional paid leave per year for reasons relating to you or you supporting someone who is experiencing these circumstances.</p>	<p>We are committed to providing you with support if you are experiencing family and domestic violence or are providing support to an immediate family or household member who is experiencing family and domestic violence. As part of this support, we offer up to 20 days' additional paid leave per year for reasons relating to you or you supporting someone who is experiencing these circumstances.</p>	Increase to 20 days from 10

83	32.13	32.13	During jury duty we will pay you your ordinary pay less any payments received from the Government for jury duty service. You may nominate to be paid for travel (if applicable) by the Government.	During jury duty we will pay you your Ordinary Pay less any payments received from the Government for jury duty service. You may nominate to be paid for travel (if applicable) by the Government.	N/A
84	32.14	32.14	NAIDOC Leave If you are an Aboriginal and Torres Strait Islander employee you are entitled to 1 paid day during NAIDOC week so you can participate in National Aboriginal and Islander Day celebrations.	NAIDOC Leave If you are an Aboriginal and Torres Strait Islander employee you are entitled to 1 paid day annually during NAIDOC week so you can participate in National Aboriginal and Islander Day celebrations.	
85	32.14	32.14	Other Cultural Leave If you identify a cultural, ceremonial or religious day of significance to you, you can access 1 day from your accrued Annual Leave entitlements, leave without pay or time in lieu to participate	Other Cultural Leave If you identify as being of a particular culture or religion that observes specific days of significance for ceremonial or religious events, then you are entitled to 1 paid day annually so you can participate in such event. For the purpose of this Clause refer to Commonwealth Department of Foreign Affairs and Trade, Calendar of Cultural and Religious Dates, as a guide.	Updated provisions to additional day to participate in events
86	32.15	32.15	If you are a member of the Defence Force Reserve you will be granted leave to attend compulsory training as required. You can access 10 days paid leave per year to attend training camps and a further 10 days paid leave per year to attend training courses.	If you are a member of the Defence Force Reserve you will be granted leave to attend compulsory training as required. You can access 10 days paid leave per year to attend training camps and a further 10 days paid leave per year to attend training courses. If you are a serving member of the Defence Force Reserve or a Defence Forces Veteran, you will be granted paid leave on Anzac Day and Remembrance Day to attend those ceremonies. The payment for the leave is not made in addition to payment for a Public Holiday.	Additional provision for Anzac and Remembrance leave
87	34.1	34.1	Accessing the Personal Leave Sharing Scheme The scheme is intended to support members in cases of significant illness, or unforeseen circumstances. It is not intended to support sporadic Personal Leave days and may only be drawn upon if	Accessing the Personal Leave Sharing Scheme The scheme is intended to support members in cases of significant illness, or unforeseen circumstances. It is not intended to support sporadic Personal Leave days and may	Revamp of scheme – Leave reserved

			you have exhausted all your Personal and Annual Leave.	only be drawn upon if you have exhausted all your Personal Leave Entitlements. The Personal Leave Sharing Scheme will be administered by the Consultative Committee. For further information see <i>Schedule 4.12 – Leave Reserved</i> .	
88	35	35	All employees are committed to cooperating positively to: Promote the safety and wellbeing of all workers and other people in the workplace; Improve mental health of all employees in the workplace; Eliminate unsafe work practices; and Ensure that City of Newcastle and our employees understand and comply with their obligations under the <i>Work Health and Safety Act 2011 (NSW)</i> , <i>Work Health and Safety Regulation 2011 (NSW)</i> and associated codes of practice.	All employees are committed to cooperating positively to: Promote the safety and wellbeing of all workers and other people in the workplace; Improve mental health and psychological safety of all employees in the workplace; Eliminate unsafe work practices; and Ensure that City of Newcastle and our employees understand and comply with their obligations under the <i>Work Health and Safety Act 2011 (NSW)</i> , <i>Work Health and Safety Regulation 2011 (NSW)</i> and associated codes of practice.	Minor additional wording
89	36	36	N/A – new wording	Fatigue Management Fatigue factors must be considered in designing work rosters, on call, remote response and assessing and approving multiple or secondary employment arrangements. Reasonably practicable suitable control measures may be implemented in consultation with you to eliminate or minimise the risks of fatigue. While it is preferable that alternate arrangements be made so employees do not work in excess of 12 hours in any 24 hour period, if an employee is required to work 16 hours in a rolling 24-hour period, they are required to take a mandatory 10-hour break prior to commencing their next rostered shift.	New Clause

90	36	36	N/A – new wording	<p>If we have a concern for your health or wellbeing? If we become concerned that a health issue may affect your wellbeing or capacity to perform your normal duties, a risk assessment will be completed by CN and a further discussion will be held between you and your Manager, your Union representative or Health and Safety Representative.</p> <p>As part of the risk assessment, we may direct you to attend an examination by a medical practitioner at our cost, to determine your fitness for work and your ability to perform the inherent requirements of your position.</p> <p>The parties to this agreement recognise the importance of employee wellbeing and have agreed to monitor this Clause and it's use to ensure it is being utilised to promote this goal.</p>	
91	37	37	<p>Access to paid leave If you are experiencing family and domestic violence or are providing support to an immediate family or household member who is experiencing family and domestic violence, you can access up to 10 days' special paid leave per year for reasons relating to you or you supporting someone who is:</p> <ul style="list-style-type: none"> Attending legal proceedings, counselling, appointments with a medical or legal practitioner; Relocation or making other safety arrangements; or Other activities associated with the family and domestic violence including caring for children. 	<p>Access to paid leave If you are experiencing family and domestic violence or are providing support to an immediate family or household member who is experiencing family and domestic violence, you can access up to 20 days' special paid leave per year for reasons relating to you or you supporting someone who is:</p> <ul style="list-style-type: none"> Attending legal proceedings, counselling, appointments with a medical or legal practitioner; Relocation or making other safety arrangements; or Other activities associated with the family and domestic violence including caring for children. 	Increase to 20 days from 10

			We will identify a trained contact person to provide support if you are experiencing family and domestic violence and notify you of the name of the nominated contact person. The nominated contacted person may be internal or an external provider.	We will identify a trained contact person to provide support if you are experiencing family and domestic violence and notify you of the name of the nominated contact person. The nominated contact person may be internal or an external provider.	
92	38	38	Your obligations around anti-discrimination are set out in <i>Schedule 4.11 - Clause 3 - Anti-Discrimination - Local Government (State) Award 2017</i> .	Your obligations around anti-discrimination are set out in <i>Schedule 4.10 - Clause 3 - Anti-Discrimination – Award</i> .	New Award
93	39	39	<p>When will I be consulted about workplace change? To continue to deliver our goals and objectives we need to occasionally make changes to our organisation. Change can be challenging for employees, particularly if it affects you.</p> <p>When there is a proposed major workplace change in production, program, organisation structure or technology likely to have a significant effect on you, we will commence consultation with you and/or your Union as soon as possible prior to any final decision being made.</p> <p>If we make a decision and you may be affected, we will notify you, your Union and the City of Newcastle Consultative Committee at least 28 days before the change is implemented.</p> <p>Discussing change We will discuss with you and your Union, what affect the changes are likely to have on you and measures to avoid or mitigate any adverse effect on you. We will promptly consider matters raised by you and/or your Union in relation to the changes and this may lead us to reconsider our decision.</p>	<p>When will I be consulted about workplace change? To continue to deliver our goals and objectives we need to occasionally make changes to our organisation. Change can be challenging for employees, particularly if it affects you.</p> <p>Pre-Proposal We may consult with you and/or your Union, where appropriate, when developing options for proposed workplace change. Such consultation may be verbal or in writing and occur as early as possible.</p> <p>Proposal When there is a proposed major workplace change in production, program, organisation structure or technology likely to have a significant effect on you, we will notify you and your Union and commence consultation at least twenty-eight (28) days prior to making a definite decision.</p> <p>We will also notify you and/or your Union, what affect the changes are likely to have on you and measures to avoid or mitigate any adverse effect on you. We will promptly consider matters raised by you and/or your Union in relation to the changes and this may lead us to reconsider our decision.</p>	Changes to ensure parity to LG Award – pre proposal and implementation updates

			<p>After a decision to make the change has been made, we will hold discussions with you and your Union. We won't implement these changes until at least 28 days after consultation has been held with you and your Union. During these discussions we will provide you and your Union all relevant information about the change including the nature and reasons for the proposed change, expected effects of the changes on you and any other matters likely to affect you.</p> <p>Notice to the Union(s) of a proposed change in organisation structure may be given either before or after a definite decision is made. The Union(s) may, on being notified of the proposed change, respond to the employer in writing within the 28 days, addressed to the CEO. Any such response(s) received by the CEO will be actioned within 7 days. Notice to the Union(s) of a proposed change in organisation structure will not form part of any notice of termination.</p> <p>Nothing in this subclause prevents us from immediately implementing a change in organisation structure with the consent of the affected employee(s), where the Union(s) to which they belong have been provided at least 7 days' notice of the proposed change.</p>	<p>During these discussions we will provide you and your Union all relevant information about the change including the nature and reasons for the proposed change, expected effects of the changes on you and any other matters likely to affect you.</p> <p>The Union(s) may, on being notified of the proposed change, respond to the employer in writing within the 28 days, addressed to the CEO. The CEO will provide a response within 7 days. Notice to the Union(s) of a proposed change in organisation structure will not form part of any notice of termination.</p> <p>Implementation If we make a decision and you may be affected, we will notify you, your Union and the City of Newcastle Consultative Committee at least 7 days before the change is implemented.</p> <p>Nothing in this subclause prevents us from immediately implementing a change in organisation structure with the consent of the affected employee(s), where the Union(s) to which they belong have been provided at least 7 days' notice of the proposed change.</p>	
94	40.3	40.3	N/A – new wording	Also refer to Clause 53 regarding Notice of Termination	
95	40.3	40.3	<p>Leave payments on termination Payment of accrued and pro-rata Annual and Long Service Leave will be made in accordance with the Agreement, and payment of Personal Leave for eligible employees in accordance with City of Newcastle's Policy.</p>	<p>When you leave us Payment of accrued and pro-rata Annual and Long Service Leave will be made in accordance with this Agreement, and payment of Personal Leave for eligible employees in accordance with City of Newcastle's Policy.</p>	

96	41	41	What is our approach to staffing levels? We aim to get the number and calibre of our staff right to ensure we achieve our organisational goals and objectives. Our current approved Full Time Equivalent (FTE) positions within our organisational structure are 957. Our intention is to maintain staffing levels between 935 and 957 in order to account for fluctuations in our workforce. Any changes to the total number of permanent FTE positions are subject to a resolution of Council.	What is our approach to staffing levels? We aim to get the number and calibre of our staff right to ensure we achieve our organisational goals and objectives. Our current approved Full Time Equivalent (FTE) positions within our organisational structure are 957. Our intention is to maintain staffing levels of 957 approved FTE. Any changes to the total number of permanent FTE positions are subject to a resolution of Council.	Clarity of core numbers 957
97	Section 8	Section 8	The Day to Day	Other Arrangements	
98	43	43	Professional Development If you are required to either hold professional qualifications or complete further professional qualifications and are evaluated in Band 3 or Band 4 of the Local Government (State) Award, you will have access to continuing professional development (CPD) that is consistent with the development plan for your position as follows: 10 hours per annum; or In accordance with legislated CPD requirements, whichever is greater.	Professional Development If you are required to either hold professional qualifications or complete further professional qualifications and are evaluated in Band 3 or Band 4 of the Award, you will have access to continuing professional development (CPD) that is consistent with the development plan for your position as follows: 10 hours per annum; or In accordance with legislated CPD requirements, whichever is greater.	New title
99	45	45	The scope of the CNCC is set out in the constitution with reference to <i>Clause 32 - Consultative Committees - (C) Scope of Consultative Committees - Local Government (State) Award 2017</i> .	The scope of the CNCC is set out in the constitution with reference to <i>Clause 32 - Consultative Committees - (C) Scope of Consultative Committees - Award</i> .	New Award
100	46	46	Information on this is set out in <i>Schedule 4.12 - Clause 41 - Council Agreements - Local Government (State) Award 2017</i> . It ensures that we can continue to review operations to provide enhanced flexibility and efficiency to meet the needs of City of Newcastle and our employees.	Information on this is set out in <i>Schedule 4.11 - Clause 43 - Council Agreements - Award</i> . It ensures that we can continue to review operations to provide enhanced flexibility and efficiency to meet the needs of City of Newcastle and our employees.	New Award

101	48	48	<p>The leave reserved provisions are set out in <i>Schedule 4.13 - Clause 43 - Leave Reserved – Local Government (State) Award 2017</i>.</p> <p>In addition to the Award provisions, the below applies:</p> <p>Leave is reserved for the parties to apply to vary the following clauses and Local Area Workplace Agreements (LAWA) of this Agreement:</p> <p><i>Clause 13 - Our Salary System and Annual Salary Review</i> (including performance development system review)</p> <p><i>Clause 19 - What allowances and reimbursements can I be paid for?</i> (salary system and allowance review)</p> <p><i>Clause 22 - What are my hours work?</i> (including but not limited to the review of span of hours and shift work definition as part of the salary system and allowance review)</p> <p>Summerhill Waste Management Centre – Site Operation Council Agreement 2010 – 2013</p>	<p>Leave is reserved for the parties to vary (and/or apply to the IRC) the following Clauses of this Agreement by agreement:</p> <p>Review of Allowances - <i>Clause 19 - What allowances and reimbursements can I be paid for?</i> - <i>Schedule 3 Allowance Table</i></p> <p>Review of Leaseback Vehicles – Clause 20.</p> <p>Audit and Review of Council Agreements made in accordance with Schedule 4:12.</p> <p>Review of Personal Leave Sharing Scheme – Clause 34.1</p> <p>Review of Parental Leave Provisions to consider changes in Parental Leave Act (Cth) and NES.</p> <p>Review of Schedule 6 - <i>Entertainment, Events, Theatres and Hospitality Staff</i> – Clause 3 and 4. only to the extent that these provisions will be considered as part of the development of rostering guidelines and the Saturday penalty in accordance with Clause 3.</p> <p>Review of 2020/2023 Award, to identify any relevant changes.</p>	Updated leave reserved clause
102	49	49	<p>The area, incidence and duration provisions of the <i>Local Government (State) Award 2017</i> and its successors apply, save and except for those matters that make retrospective provision for increases in rates of pay, allowances and conditions of employment.</p> <p>The Agreement will be binding on the parties and all employees of City of Newcastle save and except for those employees covered by the <i>Entertainment and</i></p>	<p>The area, incidence and duration provisions of the <i>Award Clause 46</i> and its successors apply, save and except for those matters that make retrospective provision for increases in rates of pay, allowances and conditions of employment.</p> <p>The Agreement will be binding on the parties and all employees of City of Newcastle save and except for those Senior Staff as defined in the <i>Local Government Act 1993</i>.</p>	Removal of LTCA

		<p><i>Broadcasting Industry - Live Theatre and Concert (State) Award 1998 and Senior Staff as defined in the Local Government Act 1993.</i></p> <p>This Agreement will rescind and replace the <i>City of Newcastle Enterprise Agreement 2010</i>.</p> <p>This Agreement will rescind former Local Area Workplace Agreements (LAWA) and all variations thereof as listed below. Specific conditions in relation to the below work areas have been incorporated into provisions within this Agreement.</p> <p style="padding-left: 40px;">Beresfield Child Care Centre Council Agreement 2010 - 2013 Summerhill Waste Management Centre – Caretaker Council Agreement 2010 - 2013 Waste Collections Council Agreement 2011 – 2013</p> <p>The Summerhill Waste Management Centre – Site Operation Council Agreement 2010 – 2013 will remain in place and is listed in the leave reserved provisions in <i>Clause 48 - What are the leave reserved provisions?</i></p> <p>This Agreement will operate from the commencement of the first pay period on or after 1 January 2019 and will remain in force for a period of 3 years.</p> <p>It is the parties' intention to commence negotiations for a new enterprise agreement between 6 to 12 months prior to the nominal expiry of this Agreement. The terms and conditions of this Agreement will continue to apply until a new Agreement is made.</p>	<p>This Agreement will rescind and replace the <i>City of Newcastle Enterprise Agreement 2019. and will apply instead of The Entertainment and Broadcasting Industry – Live Theatre and Concert (State) Award</i>.</p> <p>Previous Local Area Workplace Agreements (LAWA) were rescinded during the period of the City of Newcastle Enterprise Agreement 2019.</p> <p>The Summerhill Waste Management Centre – Site Operation Council Agreement 2020 will remain in place and is listed in the leave reserved provisions in Clause 48 of this Agreement.</p> <p>This Agreement will operate from the commencement of the first full pay period on or after 1 January 2023 and will remain in force for a period of 3 years.</p> <p>It is the parties' intention to commence negotiations for a new enterprise agreement between 6 to 12 months prior to the nominal expiry of this Agreement. The terms and conditions of this Agreement will continue to apply until a new Agreement is made.</p>	
--	--	--	--	--

103	50	50	<p>The process for dealing with grievances and disputes is set out in <i>Schedule 4.14 - Clause 35 - Grievance and Dispute Procedures - Local Government (State) Award 2017</i>.</p>	<p>We are committed to working with you to resolve issues and we encourage you to raise matters with your Direct Manager promptly so they can be resolved as quickly as possible.</p> <p>The EA Parties are committed to resolving issues at a local level and avoiding unnecessary industrial disputation. The EA Parties will work together so that issues are not escalated, and the assistance of the Industrial Commission is used as a last resort.</p> <p>We recognise the important role that the Unions have in resolving workplace issues in assisting in discussions to resolve them as quickly as possible. At any stage of the procedure below, you may be represented by your Union, or its local representative/delegate and we may be represented by the Association. The Union delegate shall have reasonable time, without loss of pay, to discuss a workplace issue with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.</p> <p>50.1 Resolving Workplace Issues Procedure During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.</p> <p>A workplace issue or dispute shall be dealt with as follows:</p> <ul style="list-style-type: none"> (a) You shall notify your Supervisor/Manager of a workplace issue or dispute and the remedy you are seeking, in writing. (b) A meeting shall be held between you and your Supervisor/Manager to discuss the 	<p>Plain English clause – same intent and clause as current</p>
-----	----	----	--	---	---

				<p>workplace issue or dispute and the remedy sought, within two working days of notification.</p> <p>(c) If the matter remains unresolved, you may request the matter be referred to the Director of the department. A further meeting between all parties, to attempt to resolve the issue, shall be held as soon as practicable.</p> <p>(d) If the matter remains unresolved, you may refer the matter to the CEO who shall provide you with a written response. The response shall include the reasons for not implementing your proposed remedy.</p> <p>(e) Where the matter remains unresolved, it may be referred to your Union or representative and by the CEO or other authorised officer to Local Government NSW for further discussion between the parties.</p> <p>The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.</p>
104	51	51	The disciplinary procedures including your rights, our rights and obligations, and the workplace investigations process are set out in <i>Schedule 4.15 - Clause 36 - Disciplinary Procedures - Local Government (State) Award 2017</i> .	The disciplinary procedures including your rights, our rights and obligations, and the workplace investigations process are set out in <i>Schedule 4.13 - Clause 37 - Disciplinary Procedures - Award</i> .
105	52	52	You are not performing paid employment for any employer other than us during the hours for which you are being paid from your accrued Personal Leave entitlement;	You are not performing paid employment for any employer other than us during the hours for which you are being paid from your accrued Leave entitlements;
106	53	53	How much notice of termination is needed?	How much notice is needed?

107	53	53	N/A – new wording	Termination due to technological change If your employment is terminated because of the introduction of technology and you have not chosen redeployment, we will give you at least three (3) months' notice to terminate or pay you in lieu of that notice; provided that your employment may be terminated by part of the period of notice specified and part payment in lieu thereof. This notice payment is paid in addition to severance pay.	New provision
108	Schedule 1: Definitions	Schedule 1: Definitions	Agreement means the City of Newcastle Enterprise Agreement 2019.	Agreement means the City of Newcastle Enterprise Agreement 2023.	Update
109	Schedule 1: Definitions	Schedule 1: Definitions	N/A – new definition	Award Means the Local Government (State) Award 2020 (NSW) and its successors.	New definitions
110	Schedule 1: Definitions	Schedule 1: Definitions	City of Newcastle means Newcastle City Council	City of Newcastle (CN) means Newcastle City Council ABN 25 242 068 129.	New definitions
111	Schedule 1: Definitions	Schedule 1: Definitions	De facto partner Means a person who lives with the employee as the employee's husband, wife or same sex partner on a genuine domestic basis although not legally married to the employee.	De facto partner Means a person who lives with the employee as the employee's partner on a genuine domestic basis although not legally married to the employee.	New definitions
112	Schedule 1: Definitions	Schedule 1: Definitions	N/A – new definition	Entertainment, Events, Theatres and Hospitality employees means those employees who perform this kind of work at Council-owned or operated venues (e.g. the Civic Theatre) or at events organised by Council and does not include Engagement, Economic and Destination employees, Management, Administration, Clerical and Finance employees, City Hall Commissioners or Cleaners.	New definitions
113	Schedule 1: Definitions	Schedule 1: Definitions	Immediate family means: a spouse or de facto partner, child, parent, grandparent, grandchild or sibling of the employee; and	Immediate family means: a spouse or de facto partner, child, parent, grandparent, grandchild or sibling of the employee; and	New definitions

			a child, parent, grandparent, grandchild or sibling of a spouse of the employee. The exception to this definition is for Bereavement Leave which is set out in Subclause 32.7 - Bereavement Leave.	a child, parent, grandparent, grandchild or sibling of a spouse or a de facto partner of the employee. The exception to this definition is for Bereavement Leave which is set out in Subclause 32.7 - Bereavement Leave.	
114	Schedule 1: Definitions	Schedule 1: Definitions	N/A – new definition	Inclement Weather means it is unsafe or unreasonable for an employee to work because of severe weather conditions. Examples include but are not limited to: Heavy or continuous rain or storms Extreme heat or cold Hail or high winds, severe dust storms and/or bush fire smoke.	New definitions
115	Schedule 1: Definitions	Schedule 1: Definitions	N/A – new definition	Night Project Work Means work that is temporarily performed outside of your normal roster to perform night work on a project for a set period of time.	New definitions
116	Schedule 1: Definitions	Schedule 1: Definitions	N/A – new definition	Night Shift Means a shift that: commences outside your normal span of hours for your work area; and commences either before, at or after midnight: and works past 12 midnight and before the commencement of the normal span of hours for your work area.	New definitions
117	Schedule 1: Definitions	Schedule 1: Definitions	N/A – new definition	One-off payment Means a one- off payment made by CN to you as specified in Clause 10 of this Agreement.	New definitions
118	Schedule 1: Definitions	Schedule 1: Definitions	N/A – new definition	Ordinary time rate of pay Means the employee's Salary Point and Step rate of pay divided by their respective ordinary hours in clauses 22.1 or 22.2.	New definitions

119	Schedule 1: Definitions	Schedule 1: Definitions	<p>Ordinary pay Means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay will include, but not be limited to the following penalties and allowances where regularly received:</p> <ul style="list-style-type: none"> Saturday and Sunday penalty rates Shift Allowance Special Conditions Allowance Emergency Warden Allowance Work Area Allowance Childcare Employees - Changing Nappy Allowance Community Language and Signing Work Allowance Tool Allowance On Call Allowance Civil Liability Allowance <p>The following allowances will be excluded from the composition of ordinary pay:</p> <ul style="list-style-type: none"> Overtime payments Follow the Job Allowance Confined Space Allowance Private Vehicle Use Allowance Waste Collections Allowance Meal Allowances 	<p>Ordinary pay Means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay will include, but not be limited to the following penalties and allowances where regularly received:</p> <ul style="list-style-type: none"> Saturday and Sunday penalty rates Shift Allowance Special Conditions Allowance Emergency Warden Allowance Work Area Allowance Childcare Employees - Changing Nappy Allowance Community Language and Signing Work Allowance Tool Allowance On Call Allowance Civil Liability Allowance Waste Collections Allowance <p>The following allowances will be excluded from the composition of ordinary pay:</p> <ul style="list-style-type: none"> Overtime payments Follow the Job Allowance Confined Space Allowance Private Vehicle Use Allowance Meal Allowances 	New definitions
120	Schedule 1: Definitions	Schedule 1: Definitions	<p>Paid Parental Leave (make-up pay) means the employee's ordinary pay, inclusive of PPL instalments. For casual employees, ordinary pay will be calculated by averaging ordinary time earnings</p>	<p>Paid Parental Leave (make-up pay) means the employee's Ordinary Pay, inclusive of PPL instalments.</p>	New definitions

			in the 12 months immediately prior to commencing paid parental leave. For part-time employees who work a varying number of ordinary hours for 6 months or more in the 12 month period immediately before the leave commences, pay will be calculated by averaging the ordinary pay during the 12 month period.	For casual employees, Ordinary Pay will be calculated by averaging ordinary time earnings in the 12 months immediately prior to commencing paid parental leave. For part-time employees who work a varying number of ordinary hours for 6 months or more in the 12 month period immediately before the leave commences, pay will be calculated by averaging the Ordinary Pay during the 12 month period.	
121	Schedule 1: Definitions	Schedule 1: Definitions	Paid Parental Leave (non-make-up pay) means ordinary pay exclusive of PPL instalments. For casual employees or part time employees, ordinary pay will be calculated by the same method of averaging weekly ordinary pay as set out in the definition for Paid Parental Leave (make-up pay).	Paid Parental Leave means Ordinary Pay exclusive of PPL instalments. For casual employees or part time employees, Ordinary Pay will be calculated by the same method of averaging weekly Ordinary Pay as set out in the definition for Paid Parental Leave (make-up pay).	New definitions
122	Schedule 1: Definitions	Schedule 1: Definitions	N/A – new definition	Registered Assistance Animal For the purposes of this Agreement an 'assistance animal' is defined in a manner consistent with section 9 of the Disability Discrimination Act 1992 (Cth) to be guide dogs, hearing assistance dogs and trained animals (excluding working dogs) that are trained: (a) to assist a person with a disability to alleviate the effect of the disability; and (b) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.	New definitions
123	Schedule 1: Definitions	Schedule 1: Definitions	N/A – new definition	Salary Point means your applicable pay rate for your evaluated Position Description as set out in Schedule 3.	New definitions
124	Schedule 1: Definitions	Schedule 1: Definitions	N/A – new definition	Salary Step means your applicable horizontal progression pay rate within a Salary Point as set out in Schedule 3.	New definitions

125	Schedule 1: Definitions	Schedule 1: Definitions	N/A – new definition	Substantive Position means the primary position you are employed in at CN. It does not mean a position you are acting in or seconded to. If you hold multiple positions, it means the position in which you perform the most hours of work.	New definitions
126	Schedule 3: Monetary Rates and Allowances	Schedule 3: Monetary Rates and Allowances	Schedule 3 – Table 1 – Rates of Pay 2018 (Fortnightly) Effective first full pay period on or after 1st July 2018 Schedule 2 – Table 2 – Trainee and Apprentices (Fortnightly) Effective first full pay period on or after 1 st July 2018	Schedule 3 – Table 1 – Rates of Pay 2022 (Fortnightly) Effective first full pay period on or after 1 July 2022 Schedule 2 – Table 2 – Trainee and Apprentices (Fortnightly) Effective first full pay period on or after 1 July 2022	Updated rates
127	Schedule 4	Schedule 4	Schedule 4: Attachments - <i>Local Government (State) Award 2017</i> and <i>City of Newcastle Enterprise Agreement 2010</i> Note: Where reference is made within the below schedule attachments to an Award clause which has been replaced by a clause in the <i>City of Newcastle Enterprise Agreement 2019</i> , the replacement clause is referenced in brackets. 4.1 Salary System - Clause 7 - City of Newcastle Enterprise Agreement 2010. 4.2 Annualised Salaries - Clause 12 - Local Government (State) Award 2017.	Schedule 4: Attachments - Local Government (State) Award 2020 Note: Where reference is made within the below schedule attachments to an Award clause which has been replaced by a clause in the City of Newcastle Enterprise Agreement 2023, the replacement clause is referenced in brackets in the Attachments. 4.1 Annualised Salaries - Clause 13 - Local Government (State) Award 2020. 4.2 Salary Sacrifice - Clause 14 - Local Government (State) Award 2020.	Updated Award clauses

		<p>4.3 Salary Sacrifice - Clause 13 - Local Government (State) Award 2017.</p> <p>4.4 Civil Liability - Engineering Professionals - Clause 15 (xv) - Allowances, Additional Payments and Expenses - Local Government (State) Award 2017.</p> <p>4.5 Accreditation of employees as Chartered Professional Engineers and Accreditation of employees by the Building Professionals Board - Clause 15 (xvi) (xvii) - Allowances, Additional Payments and Expenses - Local Government (State) Award 2017.</p> <p>4.6 Motor Vehicle Arrangements - Clause 16 (B) and (C) - Local Government (State) Award 2017.</p> <p>4.7 Part-time Employment - Clause 25 - Local Government (State) Award 2017.</p> <p>4.8 Job Share Employment - Clause 27 - Local Government (State) Award 2017.</p> <p>4.9 Excess Hours Agreements - Clause 19 (B) - Local Government (State) Award 2017.</p> <p>4.10 Long Service Leave - Clause 21 (E) - Leave Provisions - Local Government (State) Award 2017.</p>	<p>4.3 Civil Liability - Engineering Professionals - Clause 16 (xv) - Allowances, Additional Payments and Expenses - Local Government (State) Award 2020.</p> <p>4.4 Accreditation of employees as Chartered Professional Engineers and Accreditation of employees by the Building Professionals Board - Clause 16 (xvi) (xvii) - Allowances, Additional Payments and Expenses - Local Government (State) Award 2020.</p> <p>4.5 Motor Vehicle Arrangements - Clause 17 (B) and (C) - Local Government (State) Award 2020.</p> <p>4.6 Part-time Employment - Clause 26 - Local Government (State) Award 2020.</p> <p>4.7 Job Share Employment - Clause 28 - Local Government (State) Award 2020.</p> <p>4.8 Excess Hours Agreements - Clause 20 (B) - Local Government (State) Award 2020.</p> <p>4.9 Long Service Leave - Clause 22 (E) - Leave Provisions - Local Government (State) Award 2020.</p> <p>4.10 Anti-Discrimination - Clause 3 - Local Government (State) Award 2020.</p> <p>4.11 Council Agreements - Clause 43 - Local Government (State) Award 2020.</p>	
--	--	--	---	--

			<p>4.11 Anti-Discrimination - Clause 3 - Local Government (State) Award 2017.</p> <p>4.12 Council Agreements - Clause 41 - Local Government (State) Award 2017.</p> <p>4.13 Leave Reserved - Clause 43 - Local Government (State) Award 2017.</p> <p>4.14 Grievance and Dispute Procedures - Clause 35 - Local Government (State) Award 2017.</p> <p>4.15 Disciplinary Procedures - Clause 36 - Local Government (State) Award 2017.</p>	<p>4.12 Leave Reserved - Clause 45 - Local Government (State) Award 2020.</p> <p>4.13 Disciplinary Procedures - Clause 37 - Local Government (State) Award 2020.</p>	
128	Schedule 4.1	Schedule 4.1	<p>Schedule 4.1: Attachment - Salary System - City of Newcastle Enterprise Agreement 2010</p> <p>7. SALARY SYSTEM</p> <p>(i) A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.</p> <p>(ii) The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.</p> <p>(iii) Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than</p>	<p>Schedule 4.1: Attachment - Annualised Salaries - Local Government (State) Award 2020</p> <p>13. ANNUALISED SALARIES</p> <p>(i) Annual salary instead of award provisions</p> <p>Notwithstanding any other provision of this Award, the employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all payments arising under the following provisions of the Award:</p> <p>(a) Rates of Pay – clause 6 (Replaced by <i>Clause 10</i> of this Agreement - <i>What will I be paid?</i>)</p>	New Award clause

		<p>one grade in the employer's salary system or level as prescribed by Clause 5 Skills Descriptors of this Award.</p> <p>(iv) Progression through the salary system shall be based upon:</p> <ul style="list-style-type: none"> (a) the acquisition and use of skills; or (b) employee performance, provided that progression beyond the award entry level based upon the acquisition and use of skills is also available. <p>(v) Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be set in consultation with the employee(s).</p> <p>(vi) Subject to subclauses (iv) and (v), skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.</p> <p>(vii) Except where otherwise provided, employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.</p> <p>(viii) The employer shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their</p>	<p>(b) Use of Skills – clause 8 (Replaced by <i>Clause 12</i> of this Agreement - <i>Resourcing and Use of Skills</i>)</p> <p>(c) Performance Evaluation and Reward – clause 10 (Replaced by <i>Clause 13</i> Our Salary System of this Agreement - <i>What are the leave reserved provisions?</i>)</p> <p>(d) Payment for Relief Duties/Work – clause 11 (Replaced by <i>Clause 16</i> of this Agreement - <i>What do I get paid if I work in another role?</i>)</p> <p>(e) Salary Sacrifice – clause 14 (Replaced by <i>Clause 17</i> of this Agreement - <i>Can I salary sacrifice?</i>)</p> <p>(f) Allowances, Additional Payments and Expenses – clause 16 (Replaced by <i>Clause 19</i> of this Agreement - <i>What allowances and reimbursements can I get paid for?</i>)</p> <p>(g) Residence – clause 18 (Replaced by <i>Clause 44</i> of this Agreement - <i>What are the Residence arrangements?</i>)</p> <p>(h) Hours of Work – clause 19 (Replaced by <i>Clause 22</i> of this Agreement - <i>What are my hours of work?</i>)</p> <p>(i) Overtime – clause 20 (Replaced by <i>Clause 24</i> of this Agreement - <i>What will I be paid if I am required to work overtime?</i>)</p> <p>(j) Holidays – clause 21 (Replaced by <i>Clause 25</i> of this Agreement - <i>Which days are public holidays?</i>)</p>	Updated Leave Reserved Clause
--	--	--	---	-------------------------------

			<p>position requests an annual assessment in writing, the employer will provide one.</p> <p>(ix) At the time of assessment, the employer shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.</p> <p>(x) The salary system shall include a process by which employees can appeal against their assessment.</p> <p>(xi) Employees shall have access to information regarding the grade, salary range and progression steps of the position.</p> <p>(xii) Where the employer changes its salary system structure, employees shall not suffer a reduction in pay or salary range. Further, employees shall not suffer a reduction in progression steps based on the acquisition and use of skill, unless otherwise agreed.</p>		
129	Schedule 4.2	Schedule 4.2	Schedule 4.2: Attachment - Annualised Salaries - Local Government (State) Award 2017	Schedule 4.2: Attachment - Salary Sacrifice - Local Government (State) Award 2020	New Award Clause
				14. SALARY SACRIFICE	
130	Schedule 4.3	Schedule 4.3	Schedule 4.3: Attachment - Salary Sacrifice - Local Government (State) Award 2017	Schedule 4.3: Attachment - Civil Liability - Engineering Professionals - Local Government (State) Award 2020	New Award Clause
				Clause 16	
131	Schedule 4.4	Schedule 4.4	Schedule 4.4: Attachment - Civil Liability - Engineering Professionals - Local Government (State) Award 2017	Schedule 4.4: Attachment - Accreditation of employees as Chartered Professional Engineers & Accreditation of employees by the Building Professionals Board - Local Government (State) Award 2020	New Award Clause
				Clause 16	
132	Schedule 4.5	Schedule 4.5	Schedule 4.5: Attachment - Accreditation of employees as Chartered Professional Engineers & Accreditation of employees by the Building	Schedule 4.5: Attachment - Motor Vehicle Arrangements - Local Government (State) Award 2020	New Award Clause

			Professionals Board - Local Government (State) Award 2017	17. MOTOR VEHICLE ARRANGEMENTS	
133	Schedule 4.6	Schedule 4.6	Schedule 4.6: Attachment - Motor Vehicle Arrangements - Local Government (State) Award 2017	Schedule 4.6: Attachment - Part-time Employment - Local Government (State) Award 2020. 26. PART-TIME EMPLOYMENT	New Award Clause
134	Schedule 4.7	Schedule 4.7	Schedule 4.7: Attachment - Part-time Employment - Local Government (State) Award 2017.	Schedule 4.7: Attachment - Job Share Employment - Local Government (State) Award 2020. 28. JOB SHARE EMPLOYMENT	New Award Clause
135	Schedule 4.8	Schedule 4.8	Schedule 4.8: Attachment - Job Share Employment - Local Government (State) Award 2017.	Schedule 4.8: Attachment - Excess Hours Agreements - Local Government (State) Award 2020 20. OVERTIME	New Award Clause
136	Schedule 4.9	Schedule 4.9	Schedule 4.9: Attachment - Excess Hours Agreements - Local Government (State) Award 2017	Schedule 4.9: Attachment - Long Service Leave - Local Government (State) Award 2020 (iii) (b) Payment to an employee proceeding on long service leave shall be made by the employer at the employee's ordinary rate of pay calculated according to how the leave is taken (i.e. either full, half, or double Ordinary Pay) for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods. * In relation to continuity of service and transfer of Long Service Leave entitlements, employer means all employers in local government in New South Wales or in the local government industry within New South Wales that are	New Award Clause

				covered by Clause 44, Area, Incidence and Duration of Local Government (State) Award 2020 and its successors.	
137	Schedule 4.10	Schedule 4.10	<p>Schedule 4.10: Attachment - Long Service Leave - Local Government (State) Award 2017</p> <p>(iii)</p> <p>(b) Payment to an employee proceeding on long service leave shall be made by the employer at the employee's ordinary rate of pay calculated according to how the leave is taken (i.e. either full, half, or double ordinary pay) for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.</p> <p>* In relation to continuity of service and transfer of Long Service Leave entitlements, employer means all employers in local government in New South Wales or in the local government industry within New South Wales that are covered by Clause 44, Area, Incidence and Duration of <i>Local Government (State) Award 2017</i> and its successors.</p>	<p>Schedule 4.10: Attachment - Anti-Discrimination - Local Government (State) Award 2020</p>	New Award Clause
138	Schedule 4.11	Schedule 4.11	<p>Schedule 4.11: Attachment - Anti-Discrimination - Local Government (State) Award 2017</p>	<p>Schedule 4.11: Attachment - Council Agreements - Local Government (State) Award 2020</p> <p>43. COUNCIL AGREEMENTS</p>	New Award Clause
139	Schedule 4.12	Schedule 4.12	<p>Schedule 4.12: Attachment - Council Agreements - Local Government (State) Award 2017</p>	<p>Schedule 4.12: Attachment - Leave Reserved - Local Government (State) Award 2020</p> <p>45. LEAVE RESERVED</p>	New Award Clause
140	Schedule 4.13	Schedule 4.13	<p>Schedule 4.14: Attachment - Grievance and Dispute Procedures - Local Government (State) Award 2017</p>	N/A – Schedule removed	Now clause 50

141	Schedule 4.14	Schedule 4.14	Schedule 4.13: Attachment - Leave Reserved - Local Government (State) Award 2020	Schedule 4.13: Attachment - Disciplinary Procedures - Local Government (State) Award 2020 37. DISCIPLINARY PROCEDURES E. PENALTIES (ii) Notwithstanding the above, the employer may take appropriate disciplinary action before and/or during the procedures in clause 36D in cases of misconduct or where the employee's performance warrants such action. (Refer to <i>Schedule 4.13</i> of this Agreement - <i>Disciplinary Procedures</i>)	New Award Clause
142	Schedule 4.15	Schedule 4.15	Schedule 4.15: Attachment - Disciplinary Procedures - Local Government (State) Award 2017	N/A – Schedule number change	New Award Clause
143	Schedule 5	Schedule 5	Schedule 5: City of Newcastle Local Area Workplace Agreements (LAWA's) Summerhill Waste Management Centre – Site Operation Council Agreement 2010 – 2013	Schedule 5: City of Newcastle Council Agreements Summerhill Waste Management Centre – Site Operation Council Agreement 2020	Updated Schedule
144	N/A – new schedule	Schedule 6: Entertainment, Events, Theatres and Hospitality Employees	N/A – new schedule	Schedule 6: Entertainment, Events, Theatres and Hospitality Employees Application 1.1 This Schedule Applies to Council and Entertainment, Events, Theatres and Hospitality employees. 1.2 The terms and conditions set out in this Schedule will prevail over other the provisions of the <i>City of Newcastle Enterprise Agreement 2022</i> to the extent of any inconsistency.	

				<p>2 Intention</p> <p>2.1 City of Newcastle owns and operates Entertainment, Events, Theatres and Hospitality venues throughout the year across seven days of the week, with variable start and finish times depending on client requirements. The operational requirements of the venues mean a specific schedule is necessary to provide an appropriate structure for staff conditions of employment and rates of pay that enables Council, Managers and Employees to compete in the theatre and functions market which is essential to maintain employment in this business unit.</p> <p>This Schedule reflects Council's vision for:</p> <p>1. City of Newcastle Theatres, Function and Hospitality Venues and Events, which:</p> <ul style="list-style-type: none"> a. are essential contributors to the diverse entertainment, cultural, community and commercial activity that comprises a vibrant and creative city; b. provide support for the cultural industries, Tourism sector and visitation economy; c. stimulate the City's night-time economy; and d. provide safe and active public places. <p>2. Employees covered by the Schedule will be afforded the opportunity to attain additional skills, flexibility and access to career paths. This will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individuals engaged in Council's Theatres, Function and Hospitality Venues and on Council-produced Events.</p>	New Schedule and transition arrangements for LTCA
--	--	--	--	---	---

				<p>3. Work will be organised to maximise the flexibility of the workforce and wherever possible enable employees to work to the limits of their skills and capabilities.</p> <p>2.2 The implementation of this Schedule in line with Council's Enterprise Agreement 2022 will provide ongoing wage increases and consistent employment conditions, together with operational flexibilities to enable the outcomes sought to be achieved.</p> <p>3 Penalty Rates</p> <p>3.1 This clause applies instead of clauses 22.6 and 25.4 of the Agreement.</p> <p>3.2 An employee (including a casual employee) required to work ordinary hours on a Saturday, Sunday or public holiday will be paid a penalty in addition to your ordinary rate as follows:</p> <ul style="list-style-type: none"> > Saturday - a penalty rate of 25% of the ordinary hourly rate for ordinary hours worked; > Sunday - a penalty rate of 100% of the ordinary hourly rate for ordinary hours worked; > Public holiday - a penalty rate of 200% of the ordinary hourly rate for ordinary hours worked (public holiday means a shift with the major portion on a public holiday. The penalty will be paid for all ordinary hours on the shift. Where a public holiday includes a part of two successive shifts, the one with the greatest number of hours on the public holiday will be considered the public holiday shift). 	
--	--	--	--	--	--

				<p>3.3 Casuals will be paid penalty rates in accordance with this clause, calculated on the ordinary hourly rate exclusive of the casual loading. That is;</p> <p style="padding-left: 40px;">Ordinary hourly rate + 25% of ordinary hourly rate + penalty calculated on ordinary hourly rate For example, on a public holiday, a casual employee will be paid per hour: 2 x ordinary hourly rate + (25% of ordinary hourly rate)</p> <p>3.4 Council agrees that the Saturday penalty rate prescribed by this clause will be reviewed 18 months after the commencement of this Agreement with the intention of increasing the penalty to 50% if it can be supported by a Business Case. Relevant factors for the review will be discussed by the Parties prior to its commencement and include the financial performance of relevant venues and Events, as well as measurable increases in workforce flexibility, efficiency, and productivity.</p> <p>4 Work Rosters and Penalties</p> <p>4.1 This clause applies instead of clause 22.7 of the Agreement.</p> <p>4.2 If you work on a roster (i.e. you are a full- or part-time employee), you will be allowed to change roster as agreed with another employee subject to approval from your manager. No penalties for notice of change of roster will apply in this case.</p> <p>4.3 Council will endeavour to provide at least seven days' notice of any alteration of the roster.</p> <p>4.4 Where a shift roster is changed, you will be entitled to a minimum of 24 hours' notice of such change. Where 24</p>	
--	--	--	--	---	--

				<p>hours' notice is not provided, you will be paid not less than 1.25 times the ordinary hourly rate for ordinary hours on any shifts which commence within 24 hours of notification. In these circumstances, if required to work the ordinary hours of 2 consecutive shifts without a break, you will be paid at overtime rates for the second shift.</p> <p>5 Overtime for casual employees</p> <p>5.1 This clause applies instead of clause 22.4 and in addition to clause 24.1 of the Agreement.</p> <p>5.2 All time worked by casual employees up to 8 hours will be paid at their applicable casual ordinary rate of pay. Casual employees may agree with their Manager to work in excess of 8 and up to 10 hours on any shift. If you are a casual employee who accepts a shift of up to 10 hours in accordance with this clause, you agree that all time worked up to 10 hours will be at your applicable casual ordinary rate of pay.</p> <p>5.3 Casual employees who are required to work in excess of 10 hours on any shift will be paid at the applicable overtime rate set out in clause 24.1, calculated in accordance with the methodology prescribed by clause 3.3 of this Schedule.</p> <p>6 Rest breaks between rostered shifts</p> <p>6.1 This clause applies in addition to clause 24.3 of the Agreement.</p> <p>6.2 Council recognises that Entertainment, Events, Theatres and Hospitality employees may perform ordinary hours over a wide span of hours. Accordingly, you are entitled to at least 10 consecutive hours off duty between the completion of one day's work and the next without loss of pay.</p>	
--	--	--	--	--	--

				<p>6.3 If you are instructed to resume work without having had 10 consecutive hours off duty in accordance with this clause, you will be paid at double time until released from duty and then will be entitled to a 10 hour break without loss of pay.</p> <p>6.4 This clause does not apply to broken shifts, or call back or remote response where you are not required to work for 4 hours or more.</p> <p>7 Long Service Leave - Savings and Transitional Provisions</p> <p>7.1 This clause applies in addition to clause 32.3 of the Agreement.</p> <p>7.2 Casual employees who have reached 10 or more years of service at the time of transition to this Agreement will retain that accrued long service leave. The leave can either be taken at a time mutually convenient to Council and the employee, and/or will be paid on upon cessation of employment.</p> <p>7.3 After transition, casual employees will no longer be eligible to accrue long service leave. However, service will be recognised for the purpose of clause 21.7 of the Agreement.</p> <p>7.4 Employees' entitlements based on their period of service are outlined below:</p> <p>7.4.1 Casual employees with less than 5 years' service as at the date of transition to this Agreement:</p> <ul style="list-style-type: none"> > will not continue to accrue hours towards their preserved LSL hours; > are not eligible to access LSL as at the date of transition and only become eligible to access their LSL if they become a permanent employee; but 	
--	--	--	--	---	--

				<ul style="list-style-type: none"> > LSL will be paid on termination provided the employee has more than 5 years' service at the date of termination, (ie. they have remained employed for the necessary period after the date of transition). <p>7.4.2 Casual employees with greater than 5 but less than 10 years' service as at the date of transition to this Agreement:</p> <ul style="list-style-type: none"> > will not continue to accrue hours towards their preserved LSL hours; > are not eligible to access LSL as at the date of transition and only become eligible to access their LSL if they become a permanent employee; but > LSL will be paid on termination. <p>7.4.3 Casual employees with greater than 10 years' service as at the date of transition to this Agreement:</p> <ul style="list-style-type: none"> > will not continue to accrue hours towards their preserved LSL hours; > given the employee was eligible to take Long Service Leave as of the date of transition, the employee can take the leave at a time mutually agreed with their manager; and > LSL will be paid on termination. <p>8 Other leave entitlements</p> <p>8.1 Entertainment, Events, Theatres and Hospitality employees who are transitioning to this Agreement will have their period of service and any accrued leave hours recognised for the purpose of annual leave and personal leave.</p> <p>8.2 Annual Leave Loading of 17.5% on Annual Leave accrued but not yet taken will be paid out as of the</p>	
--	--	--	--	--	--

				<p>transition date. Eligible employees will receive a pro-rata annual leave loading payment pursuant to this Agreement, calculated from the commencement date of this Agreement to the 31 October the same year.</p> <p>8.3 At the transition date, eligible employees will be entitled to an additional 5 days of Personal Leave or pro-rata thereof calculated to the employee's next anniversary date which will be credited to the employee's personal leave accrual.</p> <p>8.4 The 'transition date' for the purpose of this Schedule is the date of commencement date of the employee's new contract of employment pursuant to this Agreement.</p>	
--	--	--	--	---	--