



The City of Sydney

Award 2021 - 2024

THE CITY OF SYDNEY AWARD 2021-2024

CONTENTS

Clause	Title	Page
Part One – Preliminary matters		
1.	Title	
2.	Application and duration of Award	
3.	Definitions	
4.	Anti-Discrimination	
Part Two – Employment Arrangements		
5.	Types of engagement (full-time, part-time, fixed-term, casual and temporary)	
6.	Other terms of employment	
7.	Attendance	
8.	Skills development and workplace training	
9.	Accreditation of employees	
10.	Policies and consultative committee	
11.	Work health and safety (including bullying)	
12.	Local workplace agreements	
13.	Labour hire	
Part Three – Hours of work		
14.	Hours of work	
15.	Penalty rates	
16.	Flexible work arrangements	
17.	Public holidays	
18.	Overtime	
19.	Meal and crib breaks	
Part Four – Salary systems and rates of pay		
20.	Principles	

Clause	Title	Page
21.	Pay rates	
22.	Pay increases	
23.	Annualised salaries	
24.	Salary sacrifice	
25.	Payment and payroll deductions	

Part Five – Allowances

- 26. Higher duties
- 27. Meal allowance
- 28. General allowances
- 29. Travelling time and expenses

Part Six – Leave

- 30. Annual leave
- 31. Personal/carer's leave
- 32. Refund of sick leave
- 33. Parental leave
- 34. Bereavement leave
- 35. Long service leave
- 36. Domestic and family violence leave
- 37. Family reunion leave
- 38. Accident Pay

Part Seven – Cessation of employment

- 39. Notice of termination
- 40. Discipline
- 41. Workplace change and redundancy
- 42. Medical retirement
- 43. Payment to dependents of deceased employee

Clause	Title	Page
44.	Calculation of service	

Part Eight – Other matters

- | | |
|-----|-------------------------------|
| 45. | Dispute settlement procedures |
| 46. | Employee representatives |
| 47. | Union delegate training leave |

APPENDICES

- | | |
|------------|--|
| Appendix 1 | Rates of pay |
| Appendix 2 | Tool allowances |
| Appendix 3 | General allowances & conditions |
| Appendix 4 | Key policies |
| Appendix 5 | Workplace Change, Redundancy And Redeployment- Employees Commencing Before 5 November 2009 |

PART ONE - PRELIMINARY MATTERS

1. Title

This Award will be referred to as *The City of Sydney Award 2021-2024*.

2. Application and duration of Award

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

3. Definitions

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

Afternoon shift

means:

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

which finish after 9:00pm and at or before midnight, Monday to Friday inclusive.

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

City means the Council of the City of Sydney.

Extended Family Member means:

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

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

Immediate Family Member means:

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

JCC means Joint Consultative Committee.

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

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

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

Ordinary Rate of Pay

means:

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

Tool Allowance

Permanent shift

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

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

Public Holiday Shift

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

Rotating Shift

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

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

Rotating Shift Worker

means an employee who works *Rotating Shifts*.

Salary Employee

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

Saturday shift

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

Shift Work

means ordinary hours of work performed on *Permanent Shifts*

usually falling at least partially outside of the spread of ordinary hours, or *Rotating Shifts*.

Shift Worker

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

Sunday shift

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

Union(s)

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

Wages Employee

means any person employed by the *City* in the following positions:

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

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

4. Anti-discrimination

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

PART TWO - EMPLOYMENT ARRANGEMENTS

5 Types of engagement

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

Full-time employment

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

Part-time employment

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

Temporary employment

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

Term contracts

- 5.10 The *City* may only employ a person on a term contract in the following situations:
 - 5.10.1 for the life of a specific task or project that has a definable work activity;
 - 5.10.2 to perform the duties associated with an externally funded position where the length

of the employment depends on the length of the funding;

- 5.10.3 to perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position;
- 5.10.4 to temporarily replace an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work and leave arrangement;
- 5.10.5 to undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution;
- 5.10.6 to trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area;
- 5.10.7 to perform the duties associated with a vacant position during the intervening period between when the *City* has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;
- 5.10.8 to accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions); or
- 5.10.9 to perform seasonal work.

Casual employment

- 5.11 A casual employee is engaged on a day to day basis, works intermittently in relieving work or performs work of a casual and/or unexpected nature.
- 5.12 A casual employee is:
 - 5.12.1 engaged on an hourly basis and paid as such; and
 - 5.12.2 paid a casual loading of 25% of their *Ordinary Hourly Rate* in lieu of all other entitlements otherwise available to permanent employees which includes: paid leave entitlements.
- 5.13 The ordinary weekly hours of a casual employee may be rostered Monday to Sunday inclusive.
- 5.14 Except as provided below, the minimum period of engagement for any casual employee will be four (4) hours.
- 5.15 The exception is that the minimum period of engagement for any casual employee will be one (1) hour if the casual employee is required to attend a Learning and Development training session. Casual employees will be told if their engagement is for this purpose and the duration.
- 5.16 If a casual period of engagement is cancelled by the *City*:
 - 5.16.1 with less than twelve (12) hours' notice, the employee will be paid for the entire rostered period of engagement as if they had worked the shift; or

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

6 Other terms of employment

Probation

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

Internal appointment

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

Resourcing

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

Work flexibility

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

Temporary changes

- 6.6 Employees may be requested to:
- 6.6.1 work in any part or location of the *City's* organisation, or
- 6.6.2 perform another role within their capabilities,
- from time to time to meet operational and customer service needs.

Transfer to different business area and role

- 6.7 To meet service demands, from time to time, the *City* may require employees to transfer between divisions or units/positions within the same salary band or level.

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

Uniforms and clothing

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

7 Attendance

Notification of absence

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

Absent without reasonable cause

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

Abandonment of employment

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

8 Skills development and workplace training

- 8.1 The *City* agrees to develop and implement individual development plans for all staff. Such plans will be developed through consultation and assessment of skills with regard to organisational requirements and individual career paths.
- 8.2 Individual development plans will be reviewed annually in line with the Performance Management & Development Program, as may be amended from time to time.
- 8.3 If an employee is required by the *City* to undertake compulsory training in accordance with the employee's individual's development plan, the employee will not suffer any reduction in the employee's *Ordinary Rate of Pay* as a result.

9 Accreditation of employees

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

10 Policies and Consultative Committee

Policies

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

Joint Consultative Committee

- 10.6 The *City* will have a *JCC* to:
 - 10.6.1 provide a forum for consultation between the *City* and its employees that encourages a free and open exchange of views;
 - 10.6.2 allow positive co-operation about workplace efficiency and improvement at the *City* and about better terms and conditions.
- 10.7 The size and composition of the *JCC* will be representative of the employer's workforce and

agreed to by the *City* and the local representatives from each of the *Unions*. Agreement will not be unreasonably withheld.

10.8 The *JCC* will include but not be limited to employee representatives of each of the *Unions* who have members employed at the *City*.

10.9 The *JCC* will:

10.9.1 comprise elected representative employees, including employee representatives of the *Unions*;

10.9.2 meet as agreed with, and or required by, the *City*;

10.9.3 discuss matters relating to this Award or raised by the *City* for consultation; and

10.9.4 where appropriate, make recommendations to the *City* on consensus, noting any dissenting views.

10.10 Officers or officials of the *Unions* may attend *JCC* meetings at invitation of the *JCC* or the *City*.

10.11 The *JCC* does not deal with:

10.11.1 matters excluded by this clause or Award; or

10.11.2 matters properly falling with the grievance and dispute resolution procedures.

11 Work health and safety

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

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

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

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

Rehabilitation

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

11.6 The *City's* rehabilitation program will ensure that rehabilitation is commenced as soon as practicable following injury or illness and will ensure that appropriate duties are provided to

assist in an early return to work. Participation in a rehabilitation program will not prejudice an employee.

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

First aid officer

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

Bullying

- 11.9 The *City* is committed to taking reasonably practicable steps to eliminate bullying in the workplace.
- 11.10 The *City* agrees to maintain a bullying and harassment policy.
- 11.11 'Bullying' means conduct at work where a person or group of people repeatedly act unreasonably towards an employee or group of employees, and that behaviour creates a risk to health and safety.
- 11.12 Bullying behaviour may involve, but is not limited to, any of the following types of behaviour:
- 11.12.1 aggressive, threatening or intimidating conduct;
 - 11.12.2 belittling or humiliating comments;
 - 11.12.3 spreading malicious rumours;
 - 11.12.4 teasing, practical jokes or 'initiation ceremonies';
 - 11.12.5 exclusion from work-related events;
 - 11.12.6 unreasonable work expectations, including too much or too little work, or work below or beyond an employee's skill level;
 - 11.12.7 displaying offensive material; and or
 - 11.12.8 pressure to behave in an inappropriate manner.
- 11.13 Reasonable management action carried out in a reasonable manner does not constitute bullying behaviour.
- 11.14 Where bullying behaviour is alleged, the terms of the *City's* Grievance and Conflict Resolution policy, as amended from time to time, may be applied.

12 Local workplace agreements

- 12.1 The parties agree to review operations at the workplace level on an ongoing basis with the view to providing enhanced flexibility and efficiency.

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

Memorandums of Understanding

- 12.9 The *City* and the Secretary of the relevant union party to this Award may establish Memorandums of Understanding (MOU) to apply to the following groups of employees:
 - 12.9.1 Security Operators and Security Operations Coordinators employed prior to the Commencement Date; or
 - 12.9.2 Security Operators and Security Operations Coordinators employed on or after the Commencement Date;
 - 12.9.3 Shift Workers in the City Rangers Business Unit; or
 - 12.9.4 other specific business units and its employees.

- 12.10 An MOU may provide for different conditions of employment than are provided for in the *City's* Industrial Agreements and Awards in circumstances where:
- 12.10.1 Employees are not disadvantaged when the MOU is viewed as a whole;
 - 12.10.2 Existing Award provisions will apply unless expressly varied by such an Agreement;
 - 12.10.3 Employees are not obliged to accept the MOU. The MOU will only apply to those employees who choose to be covered by it. Once an employee has elected to be covered by the MOU they cannot bring a claim regarding the alternative terms and conditions in the Award which would apply to them if they were not covered by the MOU;
- 12.11 An MOU will operate until this Award is rescinded or replaced.

13 Labour hire

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

PART THREE – HOURS OF WORK

14 Hours of work

Ordinary hours of work

- 14.1 Except as provided elsewhere in the Award, the ordinary hours of work are:
- 14.1.1 for a Salary Employee, 36.25 hours per week Monday to Friday inclusive;
 - 14.1.2 for a Wages Employee, 38 hours per week Monday to Friday inclusive (or 152 hours over a four (4) week period);
 - 14.1.3 for employees employed as City Rangers, Security Operators or Security Operation Coordinators, 38 hours per week; and
 - 14.1.4 where, by agreement, based on operational requirements, a Salary Employee may be engaged for a 38 hour per week.
- 14.2 Unless varied by agreement, a full-time Driver of Lorry (Refuse Collection and/or Disposal), Labourer (Refuse Collection and/or Disposal), Labourer (Street Sweeping), Mechanical Plant Operator (Refuse Collection and/or Disposal), engaged on night cleansing work including collection and/or disposal of refuse, is employed to work 32 hours per week, spread over not more than 11 shifts on 14 consecutive days. These employees will be paid, in addition to and averaged into the Ordinary Rate of Pay, a shift penalty of 11.5% in respect of any shift worked Monday to Friday inclusive, except in respect of a shift worked on a public holiday.

Spread of hours

- 14.3 Except as provided below, the ordinary spread of hours will be from 6.00 am to 8.00 pm Monday to Friday inclusive. Note that the ordinary spread of hours can be varied by agreement between the parties.
- 14.4 The exceptions are:
- 14.4.1 Refuse Collection, not Street Sweeping, between 5.30 am and 8.00 pm;
 - 14.4.2 Library Division, between 6.00 am and 9.00 pm; and
 - 14.4.3 *Shift workers* as set out in clause 14.6 to 14.9.
- 14.5 An employee may request to work ordinary hours outside the spread of hours for their role, and the City may agree to the request, subject to the following:
- 14.5.1 An employee's request must be in writing and specify a period within which the arrangement is to operate.
 - 14.5.2 The *City* will consider the request in accordance with the *City's* Flexible Working Arrangement Policy or guidelines as amended from time to time.
 - 14.5.3 If the *City* agrees to the request, the agreement must be confined to the role the employee is working in at the time.
 - 14.5.4 The *City* will not be required to pay a shift penalty for the ordinary hours worked outside the spread of hours.

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

Shift Work

- 14.6 The ordinary working hours of a *Shift Worker* will not exceed 76 hours per fortnight to be worked as rostered, Monday to Sunday inclusive, provided they will not be required to work more than eleven (11) shifts in fourteen (14) consecutive days without payment of overtime or be required to work broken shifts.
- 14.7 *Shift Workers* will be provided with an interval of at least eight (8) hours between the end of any shift and the commencement of the next succeeding shift.
- 14.8 In order to meet operational and customer service needs, the *City* may introduce *Shift Work*, change the *Shift Work* arrangements or transfer employees between *Shift Work* and day work arrangements as needed. Such a change is subject to:
- 14.8.1 Where a decision has been made to introduce *Shift Work* or change existing *Shift Work* arrangements, new employees commencing after the decision is made may be engaged on the new *Shift Work* arrangement as a condition of employment.
- 14.8.2 Mutual agreement must otherwise be reached with an existing employee before that employee can be transferred from day work to *Shift Work* or before a significant change is made to the existing *Shift Work* arrangements. A significant change may be an extension of the days of the week on which the employee's shifts are performed.
- 14.9 The *City* must give a rostered *Shift Worker* (other than a *Shift Worker* rostered for relief work) at least 48 hours' notice of a change of roster arrangements. If such notice is not given, the employee will be paid double time for the first shift worked on the altered roster. This penalty is calculated on the employee's *Ordinary Rate of Pay* plus any applicable roster allowances.
- 14.10 Except in cases of emergency (to be determined by the *City*), the *City* may alter the starting or finishing time of a *Shift Worker* temporarily for a period of two (2) weeks by giving seven (7) days' notice to the employee and to the applicable *Union*).
- 14.11 In addition, the following conditions also apply:
- 14.11.1 Except in cases of emergency (to be determined by the *City*), if less than seven (7) days' notice is provided to change the shift starting and finishing times, the change will be made by mutual agreement. If no mutual agreement is reached then the shift time will remain the same.
- 14.11.2 The starting and finishing times may be varied at any time when there is mutual agreement. Notice to the relevant *Union(s)* is not required when there is mutual agreement.
- 14.11.3 The penalty payment of double time for the first shift worked on the altered roster, will apply when less than 48 hours' notice of the change is provided by the *City*. The penalty will not apply when the employee agrees to or requests the change.

Casual employees

- 14.12 The ordinary weekly hours for casual positions is 38 hours or 36.25 hours, as determined by the *City* and rostered Monday to Sunday inclusive. In calculating the ordinary weekly hours,

any hours worked each day which are in excess of the *Ordinary Daily Hours* will not be included.

15 Penalty rates

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

15.1.1 *Rotating Shifts*

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

15.1.2 *Permanent Shifts*

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

15.1.3 *Weekend and Public Holiday Shifts*

Shift	Rate payable
<i>Saturday Shift</i>	<i>Ordinary Rate of Pay</i> + 50%
<i>Sunday Shift</i>	<i>Ordinary Rate of Pay</i> + 100%
<i>Public Holiday Shift</i>	<i>Ordinary Rate of Pay</i> + 200%

15.1.4 Prescribed 32 Hour Week Shift Workers

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

Payment of shift penalty rates

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

Transfer between shifts

- 15.3 Except as provided for below, an employee engaged on day work who is required by the *City* to transfer to *Shift Work* will be paid for all *Morning Shift*, *Afternoon Shift* and *Night Shift* worked in the first week of transfer at the following applicable penalty rates:
- 15.3.1 38-hour week roster - *Ordinary Rate of Pay* plus 50%.
- 15.3.2 32-hour week roster - *Ordinary Rate of Pay* plus 25%.
- 15.4 An employee engaged in day work, transferred to *Shift Work* at their own request, or as a result of having applied for and obtained a position involving *Shift Work*, will not be entitled to additional payments described in this clause.
- 15.5 An employee who is previously engaged in day work and is transferred to *Shift Work*, whether at their own request or at the initiative of the *City*, will on the point of the transfer, become a *Shift Worker* for the purposes of this Award.

Casual employees

- 15.6 Casual employees who work:
- 15.6.1 outside the relevant spread of hours in clause 14.1 and 14.2 are entitled to the applicable *Rotating Shift* penalty rate for *Morning Shift*, *Afternoon Shift* and *Night Shift*,
- 15.6.2 on weekends and public holidays are entitled to penalty rates for *Saturday Shifts*, *Sunday Shifts* and *Public Holiday Shifts*,
- calculated as follows:
- 15.6.3 the shift penalties are calculated on the *Ordinary Hourly Rate*;
- 15.6.4 the casual loading is calculated on the *Ordinary Hourly Rate*;
- 15.6.5 the *Ordinary Hourly Rate*, the applicable shift loading and the casual loading are combined to obtain the hourly rate payable to the casual employee.

16 Flexible Work Arrangements

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

Individual flexible work arrangements

- 16.6 An individual may request a flexible work arrangement in writing, setting out the details of the arrangements, the reasons for seeking the arrangement and the start and end date of the arrangement. The reasons for requesting such a change may include:
 - 16.6.1 carer responsibilities of a child who is of school age or younger;
 - 16.6.2 being a carer within the meaning of the *Carer Recognition Act 2010* (Cth);
 - 16.6.3 the employee having a disability;
 - 16.6.4 the employee is 55 years of age or older; or
 - 16.6.5 such other circumstances where an employee can demonstrate a genuine need for flexible work arrangement, including in circumstances of personal or pressing domestic necessity or family and domestic violence.
- 16.7 Individual flexible work arrangements may include:
 - 16.7.1 different starting and finishing times (including outside of the normal spread of hours to meet individual needs and without attracting overtime and penalties that might otherwise apply);
 - 16.7.2 part-time and or job share arrangements;
 - 16.7.3 remote working (on an occasional, regular or temporary basis); or
 - 16.7.4 19-day month that involves the employee working additional daily hours each 19 working days to have the 20th day off as a paid ordinary day.

- 16.8 The *City* will respond in writing to individual requests for individual flexible work arrangements within 28 working days. The *City* may refuse a request to enter into an individual flexible work arrangement on reasonable business and or operational grounds. Any written response will include the reasons for any refusal. The *City* will not unreasonably refuse a request.
- 16.9 Approved individual flexible work arrangements will be reviewed on a regular basis but, as a minimum, every 12 months.

Team flexible work arrangements

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

Use of make-up time

- 16.17 An employee may elect, with the consent of the *City*, to work "make up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary

hours, at the *Ordinary Rate of Pay*.

- 16.18 An employee on *Shift Work* may elect, with the consent of the *City*, to work "make-up" time (under which the employee takes time off during ordinary hours and works those hours at another time) at the *Shift Work* rate which would have been applicable to the hours taken off.

17 Public holidays

- 17.1 The following days will be observed as public holidays:

- 17.1.1 the days specified in the *Public Holidays Act 2010* (NSW) that are applicable to the *City* including:

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

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

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

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

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

Higher duties

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

Absent without pay

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

Payment for work performed on public holidays

- 17.6 Employees (other than *Salary Employees* on band 6 or above) who are required to work on a public holiday will be paid at the applicable overtime rates below.
- 17.7 Time worked by a *Shift Worker* on a public holiday during what would otherwise be ordinary working hours will not be regarded as overtime and will be paid for at appropriate penalty rates.
- 17.8 A *Shift Worker* who is rostered Monday to Friday and is required to work overtime on a public holiday falling on their day off, will be paid for all hours worked at treble time.

18 Overtime

Requirement to work reasonable overtime

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

What is overtime?

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

Eligibility for overtime

Salary Employees

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

additional hours worked at overtime rates;

18.5.3 the City will consider payment of these additional hours on a case by case basis.

Overtime rates (other than for shift workers)

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

Monday to Friday

18.6.1 for overtime worked Monday to Friday:

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

Saturday

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

Sunday

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

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

Public Holiday

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

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

Time off in lieu

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

Overtime for Shift Workers

18.8 This clause does not apply to casual employees. All overtime worked by a *Shift Worker*,

either before or after and in extension of their ordinary daily working hours, will be paid as follows:

Monday to Saturday (inclusive)

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

Sundays

- 18.8.2 at double time on the *Ordinary Rate of Pay*.

Public Holidays

- 18.8.3 at treble time on the *Ordinary Rate of Pay*.

Part-time employees

- 18.9 Part-time employees who agree to work in excess of their regular part-time hours will be paid their *Ordinary Rate of Pay* for work completed either on their agreed ordinary days or on a day they are not rostered to work.
- 18.10 For part-time employees, overtime will apply where:
- 18.10.1 a part-time employee is directed to work hours in excess of their agreed part-time hours; or
- 18.10.2 the total hours for the week exceeds the full-time ordinary hours for the position.
- 18.11 Any hours paid at overtime rates will not count towards the full-time ordinary hours for the position.

Minimum Break

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

Continuous Overtime

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

Transport

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

Overtime on a "Day Off"

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

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

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

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

- 18.19 A *Shift Worker* required to work overtime on a 'day off' whose ordinary hours of work are rostered Monday to Friday will receive the overtime rates for *Shift Workers* set out above in clause 18.8.
- 18.20 A *Shift Worker* who is rostered Monday to Friday and is required to work overtime on a public holiday falling on their day off, will be paid for all hours worked at treble time on the *Ordinary Rate of Pay*.
- 18.21 A *Permanent* or *Rotating Shift Worker* whose ordinary working hours include a Saturday and/or Sunday under a seven-day roster system and who is required to work overtime on a public holiday falling on their 'day off' on a Monday to Friday will receive:
- 18.21.1 payment for hours worked at the employee's *Ordinary Rate of Pay*;
- 18.21.2 double time for all hours worked up to the number of hours which are equal to the employee's ordinary daily hours; and
- 18.21.3 treble time for all hours which are in excess of the hours in clause 18.21.2 above.
- 18.22 A *Permanent* or *Rotating Shift Worker* who works Saturday and/or Sunday under a seven-day roster system and who is required to work overtime on a public holiday falling on their 'day off' on a Saturday or Sunday will receive treble time for all hours worked.

Ordinary Working Hours on a public holiday

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

Call Back to Work

- 18.24 An employee is on a call back if the employee has finished work and without receiving notice before finishing work is directed to return back to work before their next normal starting time.
- 18.25 An employee who is called back to work will receive:
- 18.25.1 A minimum payment equivalent to four (4) hours inclusive of travelling time paid in accordance with clause 18.25.2 below.

- 18.25.2 The payment will be at the appropriate overtime rates whether required to work for four (4) hours or not.
- 18.25.3 If more than four (4) hours is worked on a call back, the additional time will be paid by the minute at appropriate overtime rates.

19 Meal and Crib Breaks

Ordinary Working Hours

- 19.1 Except as provided, the *City* will grant an unpaid meal break of forty-five (45) minutes during ordinary daily working hours, to be taken as directed.
- 19.2 An employee will only be required to work continuously for more than five (5) hours without a meal or crib break in cases of extreme emergency. In these instances, the employee will be paid at double time on their *Ordinary Rate of Pay* for all time worked after the expiry of the five (5) hour period until the break is granted, or until normal finishing time, whichever is the earlier.
- 19.3 An employee required to commence ordinary working hours between 5.30 am and 6.00 am (both inclusive) will be granted a crib break of fifteen (15) minutes duration before 9.00 am, to count as ordinary time worked, and taken as directed.
- 19.4 *Wages Employees* will have their morning tea at their work location. *Salary Employees* will take their morning and afternoon tea break at their workstations.

Shift Work

- 19.5 A *Shift Worker* on Continuous Shift Work will be granted a crib break of thirty (30) minutes per shift.
- 19.6 A *Shift Worker* (other than an employee on Continuous Shift Work), will be granted a crib break of thirty (30) minutes in each Morning, Afternoon, Night, Saturday, Sunday and Public Holiday shift exceeding five (5) hours duration.
- 19.7 Crib breaks will be taken as directed, will be part of ordinary working hours, and will be paid for at the rate applicable to the shift on which the employee is engaged.
- 19.8 For the purposes of subclauses 19.5 to 19.7, Continuous Shift Work means work carried out through a work area roster providing for shifts within twenty-four (24) hours periods for at least six (6) consecutive days and only interrupted by breakdowns, meal breaks, or due to unavoidable causes beyond the control of the *City*.

Overtime

- 19.9 Where an employee is directed to work a period of overtime which adjoins the employee's ordinary working time, which extends for two (2) hours or more, the employee will be granted a crib break of twenty (20) minutes for each two (2) hours of overtime, to be taken as directed, and paid at the applicable overtime rate.
- 19.10 Overtime worked before and after normal finishing time will not be regarded as continuous for the purposes of this clause, and an employee will not be entitled to payment for crib time unless the employee is required to continue working after having taken such crib time.

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

Casual employees

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

PART FOUR – SALARY SYSTEMS AND RATES OF PAY

20 Principles

Salary band and range principles

- 20.1 The salary band system provides for ten (10) salary bands to encompass all employees. The salary entry levels for the salary bands are sufficient to:
- 20.1.1 differentiate between the successive management levels;
 - 20.1.2 acknowledge that job content at various levels will vary;
 - 20.1.3 properly cater for promotions; and
 - 20.1.4 allow for the enhancement and development of skills, increasing managerial or other responsibilities and personal development.
- 20.2 The salary band system facilitates career development and supports career opportunities for individuals as well as the *City's* reorganisation activities and enables the development of an effective human resource strategy.
- 20.3 The implementation of *City's* Performance Management Policy will further improve the multiskilling of employees by ensuring that employees are provided with skills development and opportunities and are recognised for the skills acquired.
- 20.4 The principles related to the salary band system will provide increased flexibility for the *City* to manage change in the work place, achieve corporate goals, and to foster the development of skills by:
- 20.4.1 mixing and matching of jobs;
 - 20.4.2 training and management development;
 - 20.4.3 provision of adequate study leave for approved courses;
 - 20.4.4 job rotation by agreement between the employee and the *City*;
 - 20.4.5 vertical and horizontal job re-design which will lead to substantial benefit to employees with more interesting work being performed;
 - 20.4.6 career development based on merit and performance review; promotion based on merit, subject to vacancy and by means of competitive selection process;
 - 20.4.7 open and shared objective assessment of performance;
 - 20.4.8 ongoing elimination of restrictive work and management practices; and
 - 20.4.9 the adoption of the salary band system provides a flexible framework for the classification of positions and the provision of remuneration based on merit.

21 Pay

Rates of pay

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

Job evaluation

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

Salary progression

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

22 Pay increases

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

Increase to allowances

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

specified in clause 22.2.

23 Annualised salaries

- 23.1 Notwithstanding any other provision of this Award, the *City* and an employee may agree to pay and receive an annual salary in satisfaction of any or all payments arising under the Award including rates of pay, allowances, loadings, overtime, penalties and any other additional payments and expenses payable under this Award.
- 23.2 The annual salary must be no less than the amount the employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- 23.3 The annual salary of the employee will be reviewed by the *City* at least annually and if the employee's rostering pattern changes to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.
- 23.4 An annual salary agreement must:
- 23.4.1 be in writing and signed by both parties;
 - 23.4.2 state the date on which the arrangement commences;
 - 23.4.3 contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met;
 - 23.4.4 be subject to an annual review;
 - 23.4.5 contain details of the salary arrangements, including the annual salary that is payable and the award provisions satisfied by the arrangement;
 - 23.4.6 contain details of the public holidays and leave loading (if applicable) incorporated in the annual salary;
 - 23.4.7 contain the salary for the purposes of accident make up pay; and
 - 23.4.8 contain the award band and level for the role.
- 23.5 An annual salary agreement may be terminated:
- 23.5.1 by the *City* or the employee giving four (4) weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - 23.5.2 at any time, by written agreement between the *City* and the employee.
- 23.6 On termination of an annual salary agreement, the employee will revert to the Award entitlements unless a new annual salary agreement is reached.
- 23.7 Notwithstanding the above, the *City* and an employee can separately agree, under contract, to an annualised salary as part of an offer of employment.

24 Salary sacrifice

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

25 Payment and payroll deductions

When wages are paid

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

Account Maintenance

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

Payroll deductions

- 25.4 The *City* may make payroll deductions as authorised in writing by the employee, or in accordance with any court, legislative, Australian Tax Office or other valid order imposing a

legal obligation on the *City* to comply.

- 25.5 The *City* recognises that payroll deductions of union dues, in normal circumstances will not be considered for removal. If the *City* considers that exceptional circumstances exist that would warrant a change to this policy, the *City* will firstly notify the Industrial Relations Commission (IRC) and the affected Union of any future intention to remove payroll deductions and would maintain the status quo until such time as the IRC has considered the issues in dispute.

Wet weather provisions

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

PART FIVE - ALLOWANCES

26 Higher duties

Higher duties allowance

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

Vacant position

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

Wages Employees

- 26.3 A *Wages Employee* who is directed to perform *Higher Duties* for one or more of their ordinary daily working hours will receive:

- 26.3.1 The minimum of the grade they are acting in; or
- 26.3.2 If the difference between their substantive rate of pay and the minimum of the acting grade is less than 3% difference, the employee should receive 3% more than the entry level of the grade they are acting in,

for the whole of the day.

Salary Employees

- 26.4 If a *Salary Employee* is directed to take on additional duties to provide short term relief (less than three (3) months) for another position in the same salary band, an allowance may be paid at the discretion of the *City* for the time the additional *duties* are performed.
- 26.5 Periods of performing *Higher Duties* of less than four (4) consecutive working days will not be taken into account for the purposes of calculating the higher duties allowance for *Salary Employees*. Public holidays will be deemed to be working days for the purposes of this clause in accordance with clause 17.
- 26.6 Part-time *Salary Employees* whose ordinary days per week are four (4) days or less, are eligible for the higher duties allowance when they perform *Higher Duties* consecutively for their agreed ordinary working days in the week.
- 26.7 A *Salary Employee* may be paid a proportion of the higher duties allowance equivalent to the proportion of functions performed in the higher salary band position.

27 Meal Allowance

- 27.1 An employee (including casual) required to work a continuous period of overtime will be paid

a meal allowance as follows:

27.1.1 Overtime in continuance of ordinary working hours:

- (a) \$16.98 on completion of two (2) hours; and
- (b) A further \$16.98 on completion of each subsequent four (4) hours thereafter.

27.1.2 Overtime which commences and terminates outside of ordinary working hours:

- (a) \$16.98 on completion of four (4) hours; and
- (b) A further \$16.98 on completion of each subsequent four (4) hours thereafter.

27.2 An employee required to work overtime in connection with a meeting of the *City* or a Committee of the *City* beyond 5:45 pm on any day, Monday to Friday inclusive, will be paid a meal allowance of \$16.98 but will not be entitled to a further meal allowance until the completion of four (4) hours overtime.

Continuity of overtime

27.3 For the purpose of calculating meal allowance:

27.3.1 A crib break or a meal break is not an interruption to the continuity of overtime.

27.3.2 For *Salary Employees*, overtime worked both before normal starting time and after finishing time, in extension of ordinary working hours, will be treated as separate overtime periods.

27.3.3 For *Wages Employees*, overtime worked in several separate periods outside ordinary working hours shall be regarded as continuous.

28 General allowances

Annualisation of allowances

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

On-call allowance

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

28.2.1 When on call the employee is required, upon receiving a call out, to proceed directly to and from the job;

28.2.2 When on call the employee will be contactable, and physically able to respond to a call within a reasonable time considering the nature of being on call for emergency

and breakdown situations;

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

- (b) Provide advice over the phone;
- (c) Arrange call out/rosters of other employees; and
- (d) Remotely monitor and/or address issues by remote telephone and/or computer access

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

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

Travelling allowance for official business

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

Community language & signing work allowance

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

First aid allowance

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

Crew Leader Allowance

- 28.11 This subclause applies to any *Wages Employees* appointed to the position of Crew Leader or Emergency Services Officer (ESO).
- 28.12 In recognition of the supervisory duties, these employees will receive an annual allowance of \$4,351.32. The allowance will increase in accordance with clause 22.3 of this Award.
- 28.13 The allowance is paid in addition to the *Wages Employee's Ordinary Rate of Pay*. If the Crew Leader or ESO has reached the maximum classification of Grade B, the allowance is to be applied in addition to this amount.
- 28.14 The allowance will be paid on all leave except leave without pay.
- 28.15 The allowance does not attract shift penalties as outlined in clause 15 of the Award. It will be paid in accordance with clause 28.12 above regardless of the type of shift the employee is engaged in.
- 28.16 The allowance will be paid as a flat hourly rate for all hours of overtime worked. It will not be included in the base rate when calculating overtime. For example: four (4) hours of overtime on Saturday = $\$2.13 \times 4 = \8.52 (the crew leader allowance for Saturday overtime).
- 28.17 The following provisions apply in respect of payment of the allowance to employees while acting in Crew Leaders and ESO positions:
- 28.17.1 Employees acting in Crew Leaders and ESO positions will only receive the allowance when worked as a daily rate.
- 28.17.2 The allowance is treated as a higher duties allowance as per the Award.
- 28.17.3 Clause 17.4 of the Award will also apply (employee must work the day before and after non-worked public holiday to be paid for the public holiday at the higher rate).
- 28.17.4 The allowance does not attract penalties for shift work or public holidays as outlined in clause 15 of the Award. The allowance will be paid at the applicable daily rate regardless of type of shift the employee is engaged in.
- 28.17.5 The allowance will be paid as a flat rate hourly rate for all hours of overtime worked. It will not be included in the base rate when calculating overtime. For example: four (4) hours of overtime on Saturday: $\$2.13 \times 44 = \8.52 (Crew Leader allowance for Saturday)

Assessor allowance

- 28.18 This subclause applies to *Wages Employees* who:
- 28.18.1 are classified at Grade B; and
- 28.18.2 have been selected to assess the competency of other employees on plant and equipment; and
- 28.18.3 hold the appropriate qualifications, skills and experience to assess employees as determined by the *City*.

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

- 28.19 Employees will be selected through a local EOI process to the work group and will be allocated to the role for a specific period as determined by the *City*. The number of assessors required, and the period of time required from each assessor is at the sole discretion of the *City*.
- 28.20 During the period an employee is selected and allocated as an assessor, the employee is required to be willing and able to complete assessments of employees when required by their manager.
- 28.21 In exchange for meeting the above requirements and performing those assessor duties, the employee will receive an annual allowance of \$4,351.32. The allowance will increase in accordance with clause 22.3 of this Award.
- 28.22 The allowance will be paid weekly for the period the employee is selected and allocated to the assessor role.
- 28.23 The allowance is paid in addition to the employee's ordinary wages. If the employee has reached the maximum of Grade B, the allowance is to be applied in addition to this amount.
- 28.24 The allowance is not paid on any leave.
- 28.25 The allowance is not paid during overtime shifts unless the overtime shift is to perform competency assessments during the overtime shift. If the allowance is paid while on overtime the allowance will be paid as an hourly flat rate (presently, \$2.13 per hour) for all hours of overtime worked. It will not be included in the base rate when calculating overtime. For example: four (4) hours of overtime on Saturday: $\$2.13 \times 4 = \8.52 (Assessor Allowance for Saturday).
- 28.26 The allowance is treated as higher duties allowance as per the Award. Clause 17.4 of the Award will also apply (employee must work the day before and after a non-worked public holiday to be paid for the public holiday at the higher rate).
- 28.27 The *City* may end the period an employee is required to be an assessor at any time by providing one (1) days' notice.

Tools and tool allowance

- 28.28 *Wages Employees* in the following groups of tradespersons will be paid tool allowances in accordance with Appendix 2:
- 28.28.1 Building and Tradespersons required to provide their own tools for:
- (a) French polishing or painting;
 - (b) Bricklaying or tiling;
 - (c) Plastering; and
 - (d) Carpentry and/or wood machining work;
- 27.28.2 Electrical Tradespersons;
- 27.28.3 Mechanical Tradespersons (including former auto-electrician, fitter, mechanical Tradesperson (special class), motor mechanic, air-condition fitter and field service fitter;

- 27.28.4 Plumbing/Drainage Tradespersons; and
- 27.28.5 Vehicle Fabricator Tradespersons (including a vehicle body fabricator, panel beater and welder).
- 28.29 The *City* will provide all necessary tools for *Wages Employees*, with the following exceptions:
 - 28.29.1 Rather than providing all necessary tools, *City* may pay the tool allowance prescribed above; and further
 - 28.29.2 Where a tradesperson is paid the tool allowance, the *City* will still provide the following tools for each trade as detailed in clause 28.30 below.
- 28.30 The *City* will provide the following trade tools:
 - 28.30.1 Bricklayers: Scutch combs, hammers (excepting mash and brick hammers) rubber mallets and T squares;
 - 28.30.2 Carpenters: Dogs and cramps of all descriptions, bars of all descriptions over 24 inches long, augers of all sizes, star bits, and bits not ordinarily used in a brace, hammers (except claw hammers and tack hammers) glue pots and glue brushes, dowel plates, trammels, hand thumb screws and soldering irons;
 - 28.30.3 Plumbers: Metal pots, mandrills, long dummies, stocks and dies for iron, copper and brass pipes cutters, tongs, vices, taps and drills, ratchets, files, cramps, caulking tools, hacksaws and blades, welding and brazing outfits including goggles where necessary and all shop tools;
 - 28.30.4 Painters: All brushes and dusters; and
 - 28.30.5 Electricians: All sizes of twist drills, masonry drills, special size wood bits, taps, tap holders, stocks and dies, hammers, other than a 2lb. Ball and claw hammer, all hacksaw blades, files, saws other than keyhole, electric drills, extension equipment spanners, scutch combs, scutch chisel and other expendable tools or equipment which may be required by the employee from time to time to carry out their duties in a satisfactory manner.

Loss of tools

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

Educational Leader Allowance

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

29 Travelling time and expenses

- 29.1 The provisions of this clause do not apply to:
- 29.1.1 employees employed prior to 9 June 2018 in the previous classifications, grades and levels of Refuse Collection and Disposal Group which is now known as the Cleansing and Waste Unit;
 - 29.1.2 employees whose substantive role is outside the Cleansing and Waste Unit in respect of any period when they perform work for the Cleansing and Waste Unit in the Cleansing and Waste classifications; or
 - 29.1.3 any employee who commenced employment on or after 9 June 2018.
- 29.2 For all other employees, the time occupied in travelling to and from work in accordance with clauses 29.6, 29.7, 29.8 and 29.9 will be paid at the following rates:
- 29.2.1 Monday to Friday inclusive, except Public Holidays - *Ordinary Rate of Pay*.
 - 29.2.2 Saturdays, Sundays and Public Holidays - time and a half *Ordinary Rate of Pay*.
- 29.3 The *City* is not liable for travelling time in excess of three (3) hours at the appropriate rate.
- 29.4 Travelling expenses reasonably and necessarily incurred in accordance with clause 29.2 will be reimbursed, based on expenses which are or would be incurred in travelling by normal means of public transport. The *City* is not liable for travelling expenses in excess of \$16.80 on any day.
- 29.5 Travelling expense rates will be adjusted (up to the nearest ten cents) in line with variations to metropolitan public transport ticket prices.
- 29.6 An employee required, for the purposes of ordinary working hours, to travel between their home and place of employment a fixed number of times in each pay period, and who is required to travel in excess of such number of times, will be paid for the time occupied in such excess travel.
- 29.7 An employee required to work at a location outside the boundaries of the *City* will be paid the additional time spent travelling between home and the location which is in excess of their normal home to work travelling between the Town Hall, Sydney and home (to a maximum of 3 hours). The employee will also be entitled to travelling expenses calculated on the same basis. This payment will be provided for six (6) months only.
- 29.8 An employee required to work at a location which is not their normal place of work within the boundaries of the *City* will be paid for the time spent travelling between the location and home where it is more than 20 minutes otherwise spent travelling between the Town Hall, Sydney and home. This payment will be provided for six (6) months only.
- 29.9 An employee who is required to commence and/or cease duty at a location other than the workshop or depot they are normally attached to will be reimbursed for any additional expenses incurred in travelling between home and such location.

PART SIX - LEAVE PROVISIONS

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

30 Annual Leave

30.1 Annual leave:

- 30.1.1 provides employees with an opportunity to rest and recuperate from work; and
- 30.1.2 is expected to be taken each year, with employees co-operating with their managers and the *City* to plan the taking of annual leave to allow them to rest and recuperate.

Entitlement

- 30.2 A full-time employee (other than a casual employee) is entitled to four (4) weeks of paid annual leave (or the hourly equivalent thereof) for each year of service.
- 30.3 A *Rotating Shift Worker* who cycles through morning, afternoon and/or night shifts and works two Saturdays and/or two Sundays in every four (4) weeks is entitled to five (5) weeks of paid annual leave (or the hourly equivalent thereof) for each year of service.
- 30.4 An employee's entitlement to paid annual leave:
 - 30.4.1 accrues progressively throughout the year of service according to the employee's ordinary hours of work; and
 - 30.4.2 accumulates from year to year.
- 30.5 A part-time employee is entitled to an annual leave on a pro-rata basis to the equivalent full-time entitlement.
- 30.6 Where a public holiday occurs during any period of annual holidays taken by an employee, the employee is not taken to be on annual leave that day.

Annual leave loading

- 30.7 *Wages Employees* will be paid a loading equivalent to 17.5% of their *Ordinary Rate of Pay* for annual leave accruing.
- 30.8 *Wages Employees* who have worked *Shift Work* for 42 weeks in a period of 12 months will be paid the greater of the above leave loading or the penalty rate which would have otherwise applied during their leave.

Taking of leave

- 30.9 Annual leave may be taken at a time agreed by the *City* and the employee.
- 30.10 Employees are encouraged to request the taking of annual leave where possible at least one (1) month in advance of the date from which they propose to commence leave.
- 30.11 Annual leave should be taken:
 - 30.11.1 each year, in full or as close as to; and

- 30.11.2 in one or two periods, to allow a proper opportunity to rest.
- 30.12 Annual leave may, subject to operational requirements, be taken in single day periods.
- 30.13 Annual leave may be postponed, and accrued, up to forty (40) days, in special circumstances with the agreement of the *City*, on the basis the employee has a plan to take that accumulated leave.
- 30.14 The *City* may:
- 30.14.1 in the first instance, direct an employee to take annual leave where the employee has annual leave in excess of their yearly entitlement; or
- 30.14.2 if an employee does not book annual leave in a reasonable time, roster the taking of annual leave,
- by giving at least eight (8) weeks prior notification.
- 30.15 The *City* may also give notice for the taking of annual leave for an annual close down of the business unit, for example over the Christmas/New Year period. The *City* will give eight (8) weeks' notice to employee of any such shut down. If an employee does not have an entitlement to cover the period of the close-down, the employee may take leave without pay, or by agreement with the *City* may take annual leave in advance before the entitlement becomes due, with such annual leave to be repaid from the employee's termination pay if they leave early.

Payment of leave

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

Pay in advance for annual leave

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

Leave with pay for Commonwealth or State sporting representation

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

31 Personal/Carer's Leave

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

- 31.1.1 the employee is not fit to perform their work because of a personal illness or injury affecting the employee; or
- 31.1.2 the employee is unable to work as they need to provide personal care or support to an *Immediate Family Member*, or a member of the employee's household, who requires the employee's care or support because of:
 - (a) a personal illness, or personal injury, affecting the member; or
 - (b) an unexpected emergency affecting the member.

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

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

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

Entitlement

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

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

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

- 31.6.1 accrues progressively throughout the year of service according to the employee's ordinary hours of work; and
- 31.6.2 accumulates from year to year.

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

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

Notification of absence

31.9 An employee must:

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

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

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

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

Evidence requirements

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

31.11.1 The Employee is absent for more than two (2) consecutive working days;

31.11.2 after the Employee has had three (3) unsupported periods of absence in a year of service (each not exceeding two (2) days); or

31.11.3 the *City* otherwise requires the employee to provide proof of illness or injury having regard to the employee's pattern of personal/carer's leave and/or the amount of personal/carer's leave taken by the employee. The *City* must provide the employee with prior written notice of this requirement.

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

31.12.1 certification from a qualified medical/health practitioner clearly stating the employee was not fit to perform their normal duties and the dates of incapacity; or

31.12.2 a statutory declaration from the employee to the same effect.

Recrediting of leave due to illness or injury

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

31.13.1 the illness or injury resulted in the employee being unable to derive benefit from the leave, and

31.13.2 the illness or injury did not arise from the employee engaging in other employment, and

31.13.3 the period of illness or injury is at least five (5) consecutive working days, and

31.13.4 the employee has enough personal/carer's leave to cover the period of illness or injury.

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

Casual employees and personal/carer's leave

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

31.16 Casual employees are entitled to not be available to attend work, or to cease work if they need to care for a person who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. Any such absence is unpaid.

31.17 The *City* and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

31.18 The *City* must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the *City* to engage or not engage a casual are otherwise not affected.

Payment of leave

31.19 Personal/carer's leave is subject to the *City* being reasonably satisfied the illness or injury justifies time off work (and does not otherwise arise from engaging in professional (fee/monetary gain) sport activities).

31.20 The employee will be paid personal/carer's leave at their *Ordinary Rate of Pay*.

31.21 Where an employee is receiving a higher duties allowance for a period of three (3) months or more, the employee will be paid for the period of personal/carer's leave at the *Ordinary Rate of Pay* applicable to the higher duties for a maximum of 20 working days.

Fitness for duty

31.22 The *City*, at any time, may require employees to attend a qualified medical practitioner nominated and paid for by the *City* to assess the employee's fitness for work. Attendance of appointment must be within ordinary hours where possible and the employee will be paid at their ordinary rate.

31.23 If the employee disagrees with the opinion of the *City's* practitioner, a duly qualified medical practitioner will be sought as a referee.

31.24 The medical practitioner will be agreed on by the Chief Executive Officer of the *City* and the Secretary of the relevant *Union*.

31.25 The certificate of the referee medical practitioner will be accepted by all parties as final and conclusive of the matter in dispute.

31.26 If the second opinion substantially agrees with the first opinion, the employee will pay the costs of the second opinion. Otherwise, the *City* will pay for the costs of the second opinion.

Payment on retirement

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

31.27.1 has reached an age of 58 years; or

31.27.2 has reached the retirement age specified from time to time in the *State Authorities Superannuation Act 1987* (NSW);

the employee will be paid the monetary value of all accumulated untaken personal/carer's leave that accrued prior to 14 February 1993 subject to such payment not exceeding a maximum entitlement of:

31.27.3 1,976 hours untaken personal/carer's leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; or

31.27.4 1,885 hours untaken personal/carer's leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle,

and which will include any such personal/carer's leave paid immediately preceding retirement.

Payment on death

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

31.28.1 1,976 hours untaken personal/carer's leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; or

31.28.2 1,885 hours untaken personal/carer's leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle,

and which will include any such personal/carer's leave paid immediately preceding death.

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

32 Refund of personal/carer's Leave

32.1 Where an employee has been paid personal/carer's leave or accident pay, and their incapacity for work has resulted from an injury sustained under circumstances creating a legal liability for damages in some person other than the *City*, and the employee recovers the damages in respect of the injury, the employee will refund to *City* the amount of personal/carer's leave and accident pay paid by *City*.

32.2 If the damages recovered by the employee are reduced in accordance with the provisions of section 10(1) of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW), as amended by the *Administration of Justice Act 1968* (NSW), the amount of personal/carer's leave to be refunded to the *City* will be reduced to the same extent as the damages recovered by the employee.

33 Parental leave

Relationship with federal legislation

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

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

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

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

Unpaid leave entitlement

- 33.5 An employee is entitled to a total of fifty-two (52) weeks unpaid parental leave in connection with the birth or adoption of a child.
- 33.6 Parental leave is not to extend beyond one (1) year after the child was born or adopted.

Paid parental leave

- 33.7 An employee who is pregnant is entitled to:

33.7.1 eighteen (18) weeks full pay; or

33.7.2 thirty-six (36) weeks half pay,

from the date parental leave commences.

Partner Leave

- 33.8 Partner leave is leave taken by an employee in connection with the birth of a child of the employee or the employee's spouse or defacto spouse (being a child born because of the pregnancy of that spouse).
- 33.9 Partner Leave consists of up to four (4) weeks leave on full pay or eight (8) weeks on half pay at the time of birth of the child or termination of pregnancy (short leave in accordance with clause 33.4); and
- 33.10 A further unbroken period including four (4) weeks on full pay or eight (8) weeks on half pay in order to be the primary care-giver of the child.
- 33.11 Partner leave is subject to the employee providing a certificate from a qualified medical practitioner confirming the employee's spouse or partner is pregnant and the expected date of birth. In addition, in the case of paternity or partner leave taken in accordance with clause 33.10 above, the employee must, before the start of leave, provide a statutory declaration by

the employee stating:

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

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

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

Adoption leave

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

Adoption of child less than 5 years old

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

Adoption of child aged between 5 to 16 years old

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

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

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

Weekly pay calculation

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

Notification and documentation

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

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

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

33.22 Requirements related to documentation and evidence supporting leave will be in accordance

with the *City's* Parental Leave Policy.

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

33.23 An employee may request to:

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

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

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

Communication during parental leave

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

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

33.27 The employee will take reasonable steps to inform the *City* about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

33.28 The employee will notify the *City* of changes of address or other contact details which might affect the *City's* capacity to comply with clause 33.26.1 above.

34 Bereavement Leave

34.1 Subject to the requirements below, all employees (other than casual employees) are entitled to:

- 34.1.1 five (5) days of paid bereavement leave if an *Immediate Family Member* dies;
- 34.1.2 two (2) day of paid bereavement leave if an *Extended Family Member* dies; or
- 34.1.3 five (5) days of paid bereavement leave if the employee experiences a miscarriage

in the first twenty (20) weeks of gestation or if their child is stillborn after twenty (20) weeks of gestation.

- 34.2 Subject to providing satisfactory evidence, casual employees are entitled to not be available to attend work, or to cease work upon the death of a person prescribed in clause 34.1. Any such absence is unpaid.
- 34.3 Bereavement leave is to be taken as soon as practicable from the date of the relevant death or at another time as agreed by the *City* if required to attend to cultural and/or funeral needs.
- 34.4 An employee taking bereavement leave must provide the *City* with notice of their need to take leave as soon as possible. The *City* may request that the employee provide evidence to justify the taking of bereavement leave.
- 34.5 If the employee is already taking another type of leave (such as annual leave), the employee may elect to use bereavement leave instead.

35 Long Service Leave

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

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

- 35.2 Long service leave will accrue in accordance with the above table and proportionately for each completed month of service.
- 35.3 Long service leave will be taken at a time mutually convenient to the *City* and employee. Employees and the *City* should take account of operational and business needs when scheduling long service leave, but in any event must give at least four (4) weeks' notice of their intention in regard to the taking of long service leave.
- 35.4 For the purpose of calculating long service leave entitlement in accordance with this clause, all prior continuous service with any other council within New South Wales will be deemed to be service with the *City*.
- 35.5 Continuity of service will be deemed not to have been broken by transfer or change of employment from another council to the *City* provided the period between cessation of service with the former council and appointment to the *City*:
- 35.5.1 does not exceed three (3) months;

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

36 Family and Domestic Violence Leave

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

37 Family reunion leave

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

38 Accident pay

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

PART SEVEN – CESSATION OF EMPLOYMENT

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

39 Notice of termination

Employee notice of termination

39.1 An employee will give to the *City* the following notice to terminate their employment:

39.1.1 *Salary Employees* at bands 1 to 6 or *Wages Employees* will give to the *City* two (2) weeks' notice to terminate their employment.

39.1.2 *Salary Employees* at bands 7 to 10 of the Award will give to the *City* four (4) weeks of notice to terminate their employment.

39.2 The *City* and an employee may agree to a shorter period of notice.

Employer notice of termination

39.3 The *City* will give to an employee the following notice of termination or payment in lieu thereof:

39.3.1 For *Salary Employees* at bands 1 to 6 or *Wages Employees* the notice is set out in the following table:

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

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

39.4 The *City* and an employee may agree to a shorter period of notice.

39.5 In cases of serious misconduct, the *City* may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, clause 39.3 will not apply.

40 Discipline

40.1 Where an employee's work performance or conduct is considered unsatisfactory and/or unacceptable, the *City's* Discipline Procedure will be utilised.

40.2 The *City's* Discipline Procedure provides a process for parties to:

40.2.1 identify and discuss performance and conduct concerns;

- 40.2.2 respond to concerns/allegations with the support and assistance of their *Union*;
- 40.2.3 rectify the problem; and
- 40.2.4 provide counselling and warnings (including on a verbal and/or written basis) or other action, as required.

Suspension of an Employee

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

41 Workplace change and redundancy

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

Notification and consultation

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

employees, the *City* will:

- 41.2.1 notify the employees who may be affected by the proposed changes and the *Unions* to which they belong; and
- 41.2.2 discuss with the employee(s) affected and the *Union*:
 - (a) the introduction of the changes; and
 - (b) what effects the changes are likely to have on the employee(s); and
 - (c) the measures to avert or mitigate the adverse changes on the employee(s); and
- 41.2.3 commence those discussions as early as practicable after the definite decision has been made by the *City* to make the changes.
- 41.3 "Significant effects" include termination of employment, major changes in the composition, operation or size of the *City's* workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations, the restructuring of jobs and competitive tendering. Provided that where this Award makes provision for the alteration of any of these above effects, such an alteration is taken not to have significant effect.
- 41.4 The *City* will give prompt consideration to matters raised by the employee(s) and/or their *Union* in relation to the changes and may reconsider its original decision.
- 41.5 For the purposes of the discussion, the *City* will provide to the employee(s) and the *Union* to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s). This includes any proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be affected and the period that terminations are likely to be carried out.

Competitive tendering

- 41.6 "Competitive tendering" is the calling of tenders by the *City* for the provision of services that are currently being performed by the *City's* employees. In the circumstances, the *City's* in-house service unit will be invited to submit a bid as well as external providers. The *City* will make its decisions based on the tender bids received. Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms will be entered into.
- 41.7 For discussions concerning competitive tendering, the *City* will provide to the employees and union(s) to which they belong, all relevant information about the tendering process including the nature of the service to be tendered, the proposed timetable for the tender service, the expected effects on employees, a process for the formulation of an in-house bid and any other matters likely to affect the employees.

Redundancy Processes

- 41.8 Except as provided in Appendix 5 for employees who commenced before 5 November 2009, in the event that the *City* determines that position(s) are to be made redundant, the *City*, where practicable, will firstly offer such redundancy on a voluntary basis.

- 41.9 The *City* may look for redeployment options for employees. Employees are expected to:
- 41.9.1 actively co-operate with the *City* to locate, and
 - 41.9.2 accept reasonable offers of,
- suitable alternative employment obtained and or offered to them by the *City* as part of any measures to avert termination of employment.
- 41.10 "Suitable alternative employment" means a position within the *City's* organisation structure of comparable skill and accountability levels and remuneration.
- 41.11 If the employee agrees to be redeployed by the *City* into a lower paid position, the employee's existing salary and conditions will be maintained for a period equivalent to the amount of notice and redundancy pay below. Should the employee resign during this period, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period will be paid on cessation of employment.

Redundancy entitlements

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

Notice

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

lieu or part thereof.

- 41.16 During a period of notice given by the *City*, an employee will be allowed up to one (1) day off without loss of pay during each week of the notice for the purpose of seeking other employment. Where required by the *City* the employee will provide proof of attendance at an interview.
- 41.17 Notice or payment in lieu of notice for redundancies will be deemed to be service with the council for the purposes of calculating leave entitlements under this Award.

Redundancy

- 41.18 The *City* will be exempt from the operation of this clause where the employee concerned has been offered, but has refused to accept, suitable alternative employment within the *City's* organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- 41.19 In addition to any required period of notice, the employee will be entitled to the following table:

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

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

Job search allowance

- 41.21 A redundant employee will be entitled to the payment of a job search allowance of up to \$2,783 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation.
- 41.22 The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of employment with the *City* or until the employee secures alternative employment, whichever is the sooner.
- 41.23 This allowance is subject to annual increases in accordance with this Award.

Written statements

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

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

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

Other acceptable employment

41.25 Subject to an application by the *City* and further order of the Industrial Relations Commission of New South Wales, the *City* may pay a lesser amount (or no amount) of redundancy pay if the *City* otherwise obtains other acceptable alternative employment for an employee (including when a transfer of business occurs).

Other matters

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

41.26.1 require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the *Unions* and the *City*;

41.26.2 restrict an employee with ten (10) years' service or more and the *City* from agreeing to further severance payments.

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

42 Medical retirement

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

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

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

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

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

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

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

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

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

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

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

- 42.3.3 the number of ordinary working days or hours, as the case may require, for which the employee otherwise would be entitled to payment of salary between the date of proposed retirement on the grounds of ill health and the date on which the employee normally would be required to terminate their service with the *City*; whichever of (a) and (b) is the lesser, provided further, that where the employee is satisfied to accept the opinion of such medical representative of the *City*, the *City* will not be obliged to refer the employee to a specialist.

43 Payment to dependants of deceased employee

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

44 Calculation of service

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

- 44.1.5 any period of leave without pay for which an employee is indemnified by a third party for loss of salary for the period of leave without pay.

Leave Without Pay & Service Provisions

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

PART EIGHT - OTHER MATTERS

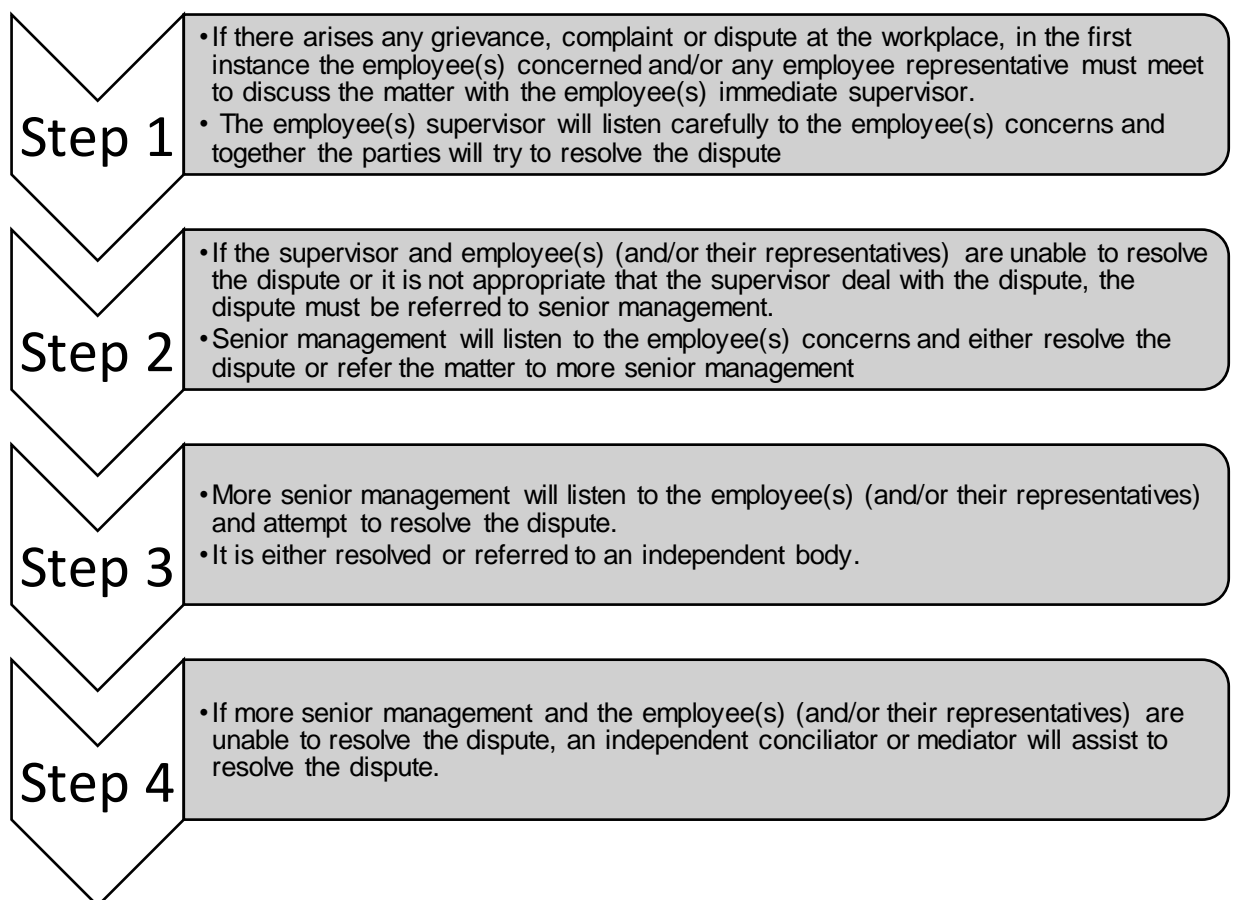
This Part applies to casual employees unless specified below.

45 Dispute Settlement Procedures

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

Procedures to resolve workplace grievances, complaints or disputes

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



- 45.5 To assist the expeditious resolution of disputes, where matters of urgency are raised at an

organised meeting of the *Union(s)* the Manager, Human Resources Operations will be informed by an official of the relevant *Union(s)* of the existence of the dispute. The Manager, Human Resources Operations, will then inform the Executive Members concerned and, if need be, the Chief Executive Officer. If the matter remains unresolved, the Manager, Human Resources Operations, will arrange a conference between the parties concerned or affected.

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

46 Employee representatives

- 46.1 Employees (including casual employees) may nominate an employee representative of their choice for any matter in which they may need representation.
- 46.2 An "employee representative" means an employee of the *City* covered by this Award, nominated by an affected employee(s) of the *City* from time to time or the relevant *Union* official.
- 46.3 With written notification given to the *City*, employee representatives will be allowed reasonable time from usual duties, with pay, to represent employees during consultations.
- 46.4 While the *City* provides employee representatives access to the *City's* electronic mail system for the purposes of carrying out functions under this Award, Information Technology policies apply to all users of the *City's* information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use.
- 46.5 Employee representatives may, with the approval of the *City*, hold meetings with the affected employees on the premises of the *City* at times, durations and locations agreed, wherewith adequate notice.

47 Union delegate training leave

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

SECTION 4 - APPENDICES

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

Rates of pay

SALARY DIVISION

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

WAGES DIVISION

Grade	Salary Range – effective first pay period from on or after	
	Minimum	Maximum
A	\$54,900	\$61,825
B	\$64,311	\$72,420
C	\$72,822	\$82,011
D	\$82,345	\$92,732

Apprenticeship Year	Base Annual Wage – effective first pay period on or after
Year 1	\$35,990
Year 2	\$41,409
Year 3	\$47,267
Year 4	\$53,236

Annual Tool Allowances

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

The above tool allowances:

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

General allowances and conditions

PART A - Wages Classification Allowances that may be annualised

- A.1 The conditions, money and allowances prescribed in this Part will not, except as otherwise expressly provided:
- A.1.1 be regarded for the purposes of this Award , as part of the *Ordinary Rate of Pay* attaching to an employee's appointed, classification or level;
 - A.1.2 be cumulative, where more than one of such conditions exists at the same time provided that in these circumstances the highest rate will be paid.

Abnormal conditions allowances

- A.2 The provisions of this subclause do not apply to any employee who is employed in a grade, classification or level in the Cleansing and Waste unit, City Infrastructure and Traffic Operations unit and Fleet Services (formerly known as the "Cleansing Group", "Building Trades Group", "Electrical Trades Group" and "Metal Trades Group").
- A.3 An employee required to work in childcare centres whilst changing nappies will be paid an additional \$0.45 per hour whilst so engaged.

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

- B.1 As per Clause 10 of the *Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990*.
- 10.2 Taking of verbatim notes in shorthand @ \$10.34 for first half hour and \$5.34 for each succeeding half hour

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

- C.1 As per Clause 10 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990:
- 10.3a Building Surveyor having completed the Associate Diploma Health and Building or Post Certificate Course of Health Surveyors from TAFE.
 - 10.3b Health Surveyor having completed a Post Certificate Course for Building Surveyors by TAFE.
- C.2 Supervisory rates
- As per Table 2, Part B, Schedule B of the Sydney City Council (Wages Division - Wages and Conditions) Interim Award

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

Key Policies

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

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

Policy subject	Purpose	Elements of policy
<u>Domestic & Family Violence Policy</u>	The Domestic and Family Violence Policy sets out available support and information for employees who may be impacted by domestic and family violence and their colleagues	<ul style="list-style-type: none"> Up to ten (10) days paid domestic and family violence leave Support the <i>City</i> can offer, procedures for the application for, and taking of, leave are contained in the policy
<u>Workplace Flexibility Policy</u>	<p>The Workplace Flexibility Policy outlines an organisational approach to flexibility which aims to ensure an equitable, clear and consistent application that supports, productivity, wellbeing and improved customer service.</p> <p>To achieve this, the <i>City</i> may give consideration to a range of flexible work arrangements and leave entitlements that are aimed at meeting the needs of employees, teams and business requirements.</p>	<ul style="list-style-type: none"> An ability to access different options of flexibility including part-time work, job sharing arrangements, variation of hours, leave without pay etc. Arrangements and rules relating to working from home. An ability to access flexibility for a range of reasons, including carer's responsibilities through to phased retirement. Procedures in the application for flexibility.

**Emergency
Services Leave
Policy**

Emergency service leave is paid leave granted to employees who are members of volunteer safety organisations to attend essential meetings or help with natural disasters, such as floods and bushfires.

- Employees who are members of volunteer safety organisations, such as the State Emergency Services, NSW Rural Fire Services or similar organisations, can take leave during an emergency declared by a recognised authority.
- You will receive pay at your *Ordinary Rate of Pay*.
- Casual employees are entitled to be 'unavailable' to work for the period required to help volunteer safety organisations during an emergency.

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

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

Part A - Identification and Management of surplus positions

- A.1 A position is surplus to the requirements when the *City* decides that:
 - A.1.1 It no longer requires the position to be performed by the relevant employee or by anyone; and
 - A.1.2 This is not due to the ordinary customary turnover of labour.
- A.2 A position may become surplus to requirement where:
 - A.2.2 The *City* has ceased or significantly diminished providing an activity/function; or
 - A.2.3 The number of staff employed by the *City* exceeds that required for the efficient and economic operation of the *City's* services; or
 - A.2.4 A review or restructure results in an area of the *City's* organisation being abolished or identifies a need for a different workforce skills profile in that area; or
 - A.2.5 Employees cannot be used effectively in their substantive positions because of technological or other change in work methods, or changes in the nature, extent or organisation of the functions of the *City*.
- A.3 Where an employee occupies a position that the *City* decides is surplus to requirements, the employee and the relevant union will be advised of this in writing by the Chief Executive Officer.
- A.4 After receiving written notification in accordance with Clause 13.1.4 the employee whose position is surplus to requirements will receive four weeks formal notice during which the employee may elect to either;
 - A.4.1 Apply for voluntary redundancy; or
 - A.4.2 Participate in the *City's* redeployment and retaining program.
- A.5 Decisions to approve or reject an application for voluntary redundancy will be made by the Chief Executive Officer having regard to the *City's* operational requirements and the potential for the employee to be redeployed.
- A.6 If an employee elects not to accept voluntary redundancy, the *City* will commence an assessment of the employee's skills, abilities, knowledge and training needs against any employment opportunities which are or may be available before the expiration of the employee's notice period.
- A.7 This award does not prevent either party from agreeing to some other arrangement in respect of redeployment and/or redundancy where special circumstances arise. For example, where an opportunity for redeployment will arise after the expiration of the employee's notice period, the employee may agree, in writing, to take a period of paid or unpaid leave pending

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

- A.8 Once the *City* decides that a position is surplus to requirements, the options available to the employee occupying that position will be explored as soon as practicable in accordance with the processes of this Award.

Part B – Voluntary Redundancy

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

Part C - Ranking of employees

- C.1 Where there are multiple employees performing a position which the *City* decides is surplus to requirements, in order to decide which employee's will have their position made redundant, the *City*, in consultation with relevant unions, rank employees on the basis of merit through:
- C.1.1 Comparisons of the position descriptions, position selection criteria, experience, skills profile or equivalent, and the conduct and performance (where appropriate) of affected employees; or
- C.1.2 Reference to performance, where an employee's conduct and performance has been assessed in accordance with the *City's* Performance Management Policy over a period of at least 12 months preceding the date the *City* decides the employee's position is surplus to requirements.
- C.2 An employee who occupies a position that may be made redundant as surplus to requirements will be given the opportunity to respond to the application of the selection criteria identified in Clause C.1.1.
- C.3 Employees whose skills/experience least match the requirements of the existing available positions or who, on a comparative basis, have a lesser level of performance, will be targeted for voluntary redundancy.

Part D - Forced Redundancy

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

Part E - Transfer of Business Redundancy

- E.1 A transfer of business redundancy occurs where an employee elects to transfer their employment to an external contractor of the *City*.
- E.2 Where an external contractor is successful in a tender and a tender provides for the transfer of *City* employees to the contractor, an employee whose position the *City* decides is surplus to requirements will have the following options:
 - E.2.1 Apply for a voluntary redundancy; or
 - E.2.2 Remain with the *City* and participate in the redeployment and training program; or
 - E.2.3 Transfer employment to work under the contractor, where appropriate.
- E.3 If an employee wishes to return to the *City's* employ, the employee must pay back their termination payment (excluding annual leave) in full upon recommencement. This will enable

the employee and the city to meet taxation obligations with regard to concessional tax provisions and to retain the employee's continuity of service with the *City*.

- E.4 The employee's entitlements upon transfer of business redundancy will be equivalent to that listed in the New South Wales Protection Act 1982 (or amendments).

Part F - Redeployment

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

Corporate and Operational Project Assignments

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

Ranking of employees

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

Salary Maintenance

- F.8 Where an employee elects to participate in the City's redeployment program, the employee will retain the salary rate attached to their substantive position (ie the position held immediately prior to being placed in the redeployment program) until the employee is permanently appointed to another position.
- F.9 Maintenance of a higher duties allowance for redeployees will be paid where, at the date of redeployment, the redeployee has been employed continuously on higher duties in excess of twelve (12) months. In this case higher duties payment will continue as salary maintenance.
- F.10 An employee's salary rate in their substantive position will include payment of the following allowances:
- F.10.11 Shift allowances;
 - F.10.12 Supervisory allowances;
 - F.10.13 Tool allowances; and
 - F.10.14 Multiskilling allowances.
- F.11 The allowances in Clause E.3 will only be included in the employee's salary rate where the allowance was paid for a continuous period of at least twelve (12) months immediately preceding the date on which the employee's position was identified as surplus to the requirements.
- F.12 An employee who is redeployed to a position which has a lower salary rate to the salary rate of the employee's substantive position will continue to receive salary maintenance at the salary rate of their substantive position until the employee is permanently appointed to another position of equal job evaluation (i.e salary band level).

Refusal to participate in Redeployment Program

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

Preferential Job Placement

- F.17 Where the City identified a vacant position within its organisation, the City will prefer redeployment of employees to the available position to the external vetting of candidates. The City's preference in this regards is subject to:
- F.17.1 Suitable employee(s) being available for redeployment. Suitability will be assessed with regard had to the minimum skill level of the employee(s) and the requirements of the vacant position as well as the overall ability of the employee(s) to adequately perform the duties of the position after having received appropriate training and within a reasonable time-frame after redeployment; and
- F.17.2 The salary rate of the vacant position being no greater than the employee's salary rate in their substantive position.
- F.18 The suitability of an employee for redeployment to a vacant position will be determined with reference to the employee's:
- F.18.1 Qualifications, experience and skills; and
- F.18.2 Salary level; and
- F.18.3 Personal circumstances; and
- F.18.4 Willingness to participate in training, if required.
- F.19 When an employee whose position is surplus to requirements is advised of a suitable position (either temporary or permanent) for redeployment, the employee will also be provided with information relevant to the position, including job description, selection criteria, an organisation chart and particulars of required training. A reasonable opportunity will be afforded to the employee to obtain all relevant information pertaining to the position.
- F.20 If two or more employees are assessed as suitable for redeployment to a position, the employee offered the appointment to the position will be determined in accordance with the City's merit based selection procedures and practices.
- F.21 An employee who is not selected for redeployment to an available position will be provided with a written statement from the Executive Member detailing why the employee was not redeployed to the position.
- F.22 A decision by the City whether or not to appoint an employee to an available position is not subject to appeal.

Training

- F.23 Where an employee is not able to be placed immediately into an available position, the City may offer appropriate training. While the City recognises its role in providing training to an employee whose position is identified as surplus to requirements, employees have no rights of access to formal training at the City's expense. Whether or not training will be offered to an employee will be decided by the City after considering.
- F.23.1 The cost of training against the benefit to the quality of the City's services;
- F.23.2 The likelihood of placement after training is completed;

F.23.3 The need to fill the available position in a timely manner;

F.23.5 The degree of training required to equip the employee to adequately perform the duties of the available position;

F.23.6 The employee's prior work performance; and

F.23.7 The employee's satisfactory completion of previous training programs.

- F.24 Where the city takes the view that training is appropriate and the employee who is offered redeployment is willing to undertake the training, the City, in consultation with the employee, will develop an appropriate training program.
- F.25 Any training program that the City requires an employee to carry out will be at the expense of the City and, where possible, will be undertaken outside the employee's normal working hours, the employee will be granted time off in lieu for the prescribed course hours.
- F.26 At any time during the training period, where appropriate, the employee will be entitled to preferential appointment to an available position which does not require training.
- F.27 An employee who requires training to perform the duties of an available position may occupy the position in an acting capacity while the training is carried out.
- F.28 Where training has been deemed necessary for redeployment of an employee, the employee must satisfactorily complete all training requirements before permanent appointment to the available position. In the event that the employee does not satisfactorily complete all training requirements, the City may revoke the offer to redeploy the employee to the available position.

Part G - Contract Employees

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

Part H - Voluntary Redundancy resulting from redeployment action

- H.1 Employees who occupy positions that have been identified as surplus to requirements will be offered voluntary redundancy in the first instance.

- H.2 Employees who, in lieu of voluntary redundancy, elect to participate in the City's redeployment program will remain eligible to apply for voluntary redundancy at any time while placed in the program.
- H.3 Once an employee has been permanently appointed to an appropriate position, they will no longer be eligible to participate in the redeployment program or apply for voluntary redundancy.

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

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

Part L - Employee Assistance and Counselling

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

Part M - Consultation

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

redundancy of their positions and will be given further information in respect of the redeployment and training options available to them.

Part N - Redundancy Entitlements

N.1 The Basis for calculating a redundancy entitlement

N.2 For the purpose of calculating any payment under the schedules contained in this clause "weeks pay" means the ordinary rate of pay for a week's work for the employee concerned except where an employee:

N.2.1 Has been acting in a higher position for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee's position was surplus to requirements. In those circumstances the employee's "weeks pay" will be derived from the employee's salary in a higher position at that date; or

N.2.2 Has been receiving an allowance (e.g shift allowance) for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee's position was surplus to requirements. In those circumstances the weekly average amount of the allowance received during the twelve (12) month period will be counted as part of the "weeks pay".

N.3 For the purpose of calculating any payment under the Schedules in this clause "years of service" means completed full years of service from the date the employee commenced employment with the City.

Voluntary Redundancy

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

N.4 Sick leave accrual prior to 14 February 1993 will be paid out to a maximum of 14 weeks.

N.5 Gratuity entitlements, as per the Applicable award will be paid out.

N.6 Out-placement services up to a value of \$3,000 per person will be provided, where requested by the employee concerned.

Forced Redundancy

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

N.7.1 The job search provisions will not apply;

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

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

Transfer of business Redundancy

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

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

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

- O.1 Employees who have left employment with the City due to redundancy, except for employees who have accepted a transfer of business redundancy entitlement, will not be re-employed or engaged in any capacity within fifty two (52) weeks from their separation date.
- O.2 Clause Part M applies equally to situations where individuals are employed or engaged on a permanent, casual, agency, consultancy or contract basis in respect of:
- O.2.1 A full-time or part-time employee or contract basis in respect of:
- O.2.2 Company trust, partnership or sole trader where the ex-employee is a principal; or
- O.2.3 An employee of a contractor, consultancy or agency which has a separate legal entity to the employee.
- O.3 For all hiring and recruitment, the delegated officer is to certify that the person being hired did not leave the City's employment due to redundancy within fifty two (52) weeks from the commencement date.
- O.4 For all engagements of contractors or consultants, the engaged manager is to certify that the contractor or consultant performing the work or providing the services did not leave the City's employment due to redundancy within fifty two (52) weeks from their engagement date. This should be verified by a written statement from the contracting or consultancy company or agency.
- O.5 Exceptions to this requirement may only be approved by the Chief Executive Officer and cannot be sub-delegated. The Lord Mayor and the relevant union must be advised of an approval under this clause.
- O.6 Where exceptions are approved, employees who are re-employed or re-engaged will be made aware of their financial responsibilities with respect to superannuation and redundancy payments paid at concessional taxation rates.

END OF DOCUMENT