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SERIAL C8246

SOUTH SYDNEY CITY COUNCIL WAGES STAFF AWARD 2014

Schedule of consolidated Award published on 22 August 2014 and subsequent Variations incorporated

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AWARD

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PART A

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2. Area, Incidence and Duration

- (i) This award will be binding on:
- (a) The Council of the City of Sydney;
 - (b) the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union;
 - (c) the Local Government Engineers' Association;
 - (d) the Development and Environmental Professionals' Association of New South Wales; and
 - (e) all employees of the Council of the City of Sydney except those employed under the following awards:

The City of Sydney Wages / Salary Award 2014, as amended or replaced; and

South Sydney City Council Salaried Officers Award 2014, as amended or replaced.
- (ii) This Award shall be known as the South Sydney City Council Wages Staff Award 2014.
- (iii) This Award shall cover positions and grades referred to in Part C - Table 1 of this Award and to any other subsequent positions created under this Award.
- (iv) This Award rescinds and replaces the South Sydney City Council Wages Staff Award 2010, published 25 June 2010 (370 I.G. 262).
- (vi) This Award shall operate on and from 7 August 2014 and shall remain in force for a period of 3 years..

3. Statement of Intent

The parties to the Award are committed to:

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

4. Anti-Discrimination

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

5. Grievance and Dispute Settlement Procedures

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

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

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

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

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

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

- (v) To assist the expeditious resolution of disputes, where matters of urgency are raised at an organised meeting of the Unions the Manager, Human Resources Operations will be informed by an official of the relevant Union(s) of the existence of the dispute. The Manager, Human Resources Operations, will then inform the Executive Members concerned and, if need be, the Chief Executive Officer. If the matter remains unresolved, the Manager, Human Resources Operations, will arrange a conference between the parties concerned or affected.
- (vi) Nothing contained in the Dispute Resolution Process will preclude the Council or any of the Unions concerned from entering into direct negotiations on any matter. During such negotiations, except where they are concerned wholly or predominantly with a genuine safety issue, work will be performed as directed by the Council or its authorised representative(s).

6. Classification Structure

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

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

7. Rates of Pay

- (i) The rates of pay are set out in Table 1 of Part B of this Award and incorporate a 2.75% wage increase that is effective from 13 July 2013 for employees employed as at the date of the making of this Award (noting that 2.5% has already been paid).
- (ii) The rates of pay detailed at entry point and at each of the steps within each of the grades include all skill based and disability allowances and other payments of accreditation which applied prior to the making of this Award and take into account the range of conditions under which all work is performed.
- (iii) The relationship between the entry rates of pay for Grades 5 to 8 and the subsequent steps provides significant increases to staff who acquire and utilise additional skills. This relationship is detailed below:

Entry to Step 1 - 3.5%

Step 1 to Step 2 - 3.5%

Step 2 to Step 3 - 3.0%
- (iv) Progression between the levels of the classification structure as detailed in clause 6 - classification structure, shall be on the basis of the acquisition and application of skills on the job over a period satisfactory to assess whether the employee can apply the skill in a range of conditions and to an acceptable level of performance. This period shall be a minimum of 12 months.

8. Salary Sacrifice

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

9. Payment of Wages

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

10. Pay Increases

- (i). For the term of this Agreement, the following increases will apply to the rates of pay detailed in Table 1
- a. Movements in the rates of pay detailed in Appendix 1 will be consistent with the percentage increases in the rates of pay provided by the successor to the Local Government (State) Award 2010. These increases will apply on the first full pay period following:
- 1 July 2014;
 - 1 July 2015; and
 - 1 July 2016.

11. Local Workplace Agreements

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

12. Workplace Flexibility

- (i) The parties to this Award agree that to provide an efficient and effective level of service staffing arrangements must continually address service demands and employees must be flexible to the Council's requests to perform additional or other duties as necessary.
- (ii) To meet service demands, from time to time, the Council may require employees to transfer between divisions/positions within the same salary band or level.
- (iii) The transfer of an employee to a new position will be carried out after considering the job requirements of the position and the employee's relevant experience, skills, abilities and knowledge.
- (iv) An employee will not be placed in a position where they are unable or unqualified to meet that position's job requirements, unless training opportunities are also provided. It is the responsibility of the employee to notify the Council if they believe they are unable or unqualified to meet a position's job requirements.
- (v) Transferring employees for the purposes of this clause will receive their existing rate of pay (i.e. the employee's take home pay will not be reduced).
- (vi) Transfers may involve changes to duties and functions. Where this occurs, employees may be required to undertake formal or on the job training to gain necessary skills and to be able to accept new responsibilities.
- (vii) Where prior written approval is given, the Council will bear the costs associated with any training which the employee is requested or required to undertake

13. Skills Development and Workplace Training

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

14. Terms of Employment

- (i) To be eligible for a permanent appointment a person must pass a full medical examination by Council's medical officer.
- (ii) An employee, who does not report for duty on any day for any reasons shall, as soon as practicable after normal starting time on that day, give notice to the Council or its authorised representative as to the reason for and prospective duration of the absence.
- (iii)
 - (a) Where an employee is absent from duty for reasons which remove an entitlement to payment under this Award, the Council may deduct from the wage of the employee, payment for all time not worked.
 - (b) The Council shall not make any deduction from wages for time lost owing to wet weather, provided that the employee;
 - (1) shall continue working until such time as the supervisor orders work to cease,
 - (2) shall stand by as directed by the supervisor, and
 - (3) shall recommence duty as directed.
- (iv) Where an employee is absent from duty without permission for a continuous period of one ordinary working week, and the employee fails within such period to furnish an explanation in writing for the absence satisfactory to the Council, the employee's employment shall be deemed to have abandoned their employment.
- (v)
 - (a) The Council may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training, provided that such duties are not designed to promote deskilling.
 - (b) An employee shall carry out such duties as directed, including duties of a higher grade position.
 - (c) Subject to the provisions of sub-clause 36(xi), where an employee is directed to perform work for which a lower grade, the employee shall not suffer any reduction in rate of pay as a result of this arrangement.

15. Hours of Work

(i) Spread of Hours - General

- (a) The ordinary hours of employees shall be 38 hours per week, worked between 6:00am and 8:00pm, Monday to Friday inclusive, except for unpaid meal breaks.
- (b) The ordinary hours of work shall not exceed 12 hours on any one day.
- (c) Except in cases of emergency (to be determined by the Council), the Council shall not alter the starting and finishing time of any employee without first giving 7 days notice of the change.

(ii) Arrangement of Hours

- (a) In respect of 36.25 hours per week employees, the ordinary hours of work may be arranged so as not to exceed 72.5 hours within 2 weeks or 145 hours within 4 weeks.
- (b) In respect of 38 hours per week employees, the ordinary hours of work may be arranged so as not to exceed 76 hours within 2 weeks or 152 hours within 4 weeks.

(iii) Spread of Hours - Shiftworkers

- (a) The ordinary hours of a shift worker shall be worked in shifts as rostered between Saturday to Friday inclusive, as follows;
 - (1) Motor Mechanics on night shift at the garage shall work 32 hours per week in not more than 5 shifts in 7 consecutive days,
 - (2) Cleansing Service Operators on night cleansing duties shall work 32 hours per week, and
 - (3) all other shiftworkers shall work 38 hours per week between 6:00am and 8:00pm.
- (b) For the 32 hours per week employees prescribed in paragraphs (1) and (2) of this subclause, a shift penalty of 11.5 per cent shall apply, except for a shift worked on a public holiday. This penalty is in lieu of the 30 per cent night shift prescription, in accordance with the 32 hours per week arrangement (Clause 20 - Penalty Rates) carried over from the former Sydney City Council (as a result of boundary changes and or amalgamations prior to 8 May 2003).

(iv) Shiftworker - General

- (a) A "Caretaker" or "Emergency Services Officer" may be required to work broken shifts provided that not more than 2 shifts shall be worked without payment of overtime in any one day.
- (b) Other than provided in paragraph (a), a shiftworker shall not be required to work;
 - (1) in broken shifts, or
 - (2) more than 11 shifts in 14 consecutive days without payment of overtime.
- (c) All shift work shall be rostered and the starting and ceasing time of ordinary working hours shall be shown in this roster.
- (d) There shall be an interval of at least 8 hours between termination of any shift and commencement of the next succeeding shift.

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- (v) Changes in Hours Arrangements by Agreement - A different arrangement or spread of hours to that set out in sub-clauses (i), (ii), (iii) and (iv) may be agreed upon by the Council and the employee(s) concerned. Any such agreement will be genuine with no compulsion to agree. At any stage of the negotiations, either the employee(s) or Council may seek assistance from the appropriate union or association.
- (vi) Transfer of Employees to Shift Work
- (a) In order to meet the needs of the industry, the Council may introduce shift work or transfer a day worker to shift work, provided;
- (1) agreement is reached with the Union concerned, or
 - (2) in the absence of agreement, the dispute is referred to the appropriate Conciliation Commissioner. In this case a day worker shall not be transferred to shift work until the dispute has been resolved.
- (b) The provisions of paragraph (a) of this subclause shall not apply to;
- (1) shift work already in operation as at the date of making the award, or
 - (2) Council's right to transfer a day worker to shift work to perform the duties of a shift worker temporarily absent from duty.
- (vii) Redistribution of Daily Working Hours - The Chief Executive Officer and the Secretary of the Union concerned may enter into an agreement for the adoption of a scheme for working a nine day fortnight or a nineteen day month. Time worked during these periods shall be treated as the ordinary hours of duty for the employee(s) concerned.

16. Part-Time Employment

- (i) A part time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees employed by the Council, but such days shall not be less than 1 day per week and such hours shall not be less than 4 hours per week and shall be worked in accordance with Clause 15, Hours of Work of this Award.
- (ii) Prior to commencing part-time work, Council and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing and finishing times for the work
 - (b) The nature of the work to be performed
 - (c) The rate of pay as paid in accordance with this Award
- (iii) The conditions may also stipulate the period of part-time employment
- (iv) The conditions may be varied by consent
- (v) The conditions or any variation to them must be in writing and retained by Council. The Council must provide the employee with a copy of these conditions.
- (vi) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement.
- (vii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked.
- (viii) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.

17. Casual Employment

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid an hourly rate for ordinary hours worked in accordance with Clause 15, Hours of Work.
- (iii) Overtime shall be paid where a casual employee works outside the ordinary hours for that position.
- (iv) Loading - In addition to the amounts prescribed by sub-clause (ii) of this Clause, a twenty five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall be paid in lieu of all leave and public holidays prescribed by the Award.

18. Consultative Committee

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

19. Higher Grade

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

20. Penalty Rates

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

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

21. Overtime

- (i) The Council may require an employee to work reasonable overtime.
- (ii) All time worked by direction before the commencement of ordinary hours, or later than the completion of ordinary hours, shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (iii) Saturday - Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (iv) Sunday - Overtime worked on Sunday shall be paid for at the rate of double time.
- (v) Public Holidays
 - (a) Overtime worked on a Public Holiday as prescribed by this award shall be paid for at the rate of double time during those hours which would be ordinary hours of work.
 - (b) Any portion of overtime worked on a Public Holiday outside the employee's ordinary working hours of work shall be paid for at the rate of triple time.
 - (c) The payments prescribed in paragraphs (a) and (b) shall be addition to the employee's normal pay for the holiday, where such an entitlement arises under this Award.
- (vi) Overtime worked on any day, whether in broken periods or otherwise, shall be regarded as continuous.
- (vii) Where the major portion of a period of overtime worked extends into a Sunday or Public Holiday, the whole of the overtime shall be deemed to have been worked on the Sunday or Public Holiday, as the case may be.
- (viii) Where overtime commences or terminates at an hour where the usual means of transport are not available, the Council shall provide, or pay for, suitable transport direct to the employee's home.
- (ix) Minimum Payment - an employee who has ceased work and returned home shall, if required to resume and cease work before the employees normal starting time, receive a minimum payment equivalent to four (4) hours work at the appropriate overtime rates. The provisions of this Clause shall not apply to the following;
 - (a) To a Caretaker residing on premises at the place of employment.
 - (b) Where an employee ceases work without permission or at the request of the employee, before normal ceasing time for such work.

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- (x) Ten Hour Break
- (a) Overtime required to be worked by Council shall be arranged so that the employee has at least a ten consecutive hour break between the completion of work on one day and the commencement of work on the next.
 - (b) Where overtime is not arranged as set out in paragraph (a) of this subclause, the employee upon completion of such overtime, shall be granted ten (10) consecutive hours off duty without loss of pay for ordinary working time. If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary rates until such time as the ten hour break is granted.
- (xi) Time Off in Lieu of Overtime - Where there is prior agreement between the Council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time off in lieu equivalent to the actual hours worked. This paragraph shall not apply to employees who are on call or called back to work. Such time must be taken within three (3) calendar months of accrual otherwise overtime rates will be applied.
- (xii) Shiftworkers
- (a) Non continuous overtime - a shift worker called back to work overtime shall be paid at the rate of double time.
 - (b) Public Holidays
 - (1) Overtime worked by a shiftworker on a Public Holiday shall be paid at the rate of double time and one half.
 - (2) Any time worked by a shift worker on a Public Holiday that falls between the employee's ordinary rostered working hours shall not be regarded as overtime and shall be paid for at the appropriate penalty rates.

22. Leave Entitlements

A. ANNUAL LEAVE

- (i) Annual Leave shall accrue to full-time employees at the rate of 20 days per annum and part-time employees at the rate of one and two thirds days per month on a pro-rata basis.
- (ii) If any special or public holiday for which an employee is entitled to payment occurs during the period of their annual leave, the leave period will be extended to account for such paid holidays.
- (iii) If both parties agree, the leave may be taken in any combination of separate periods, provided the leave is due and taken in whole days.
- (iv) If both parties agree, annual leave may be taken wholly or partly in advance.
- (v) If employed for a full year, a part time employee shall be entitled to annual leave calculated on a proportionate basis.
- (vi) Rostering - Council may roster the taking of annual leave and, unless otherwise agreed between both parties, the date fixed for this purpose will be within a period of twelve months after the annual leave became due.
- (vii) (a) Notice by Council - The Council shall give employees at least one month's notice of the date upon which they are to proceed on annual leave. In the case where annual leave is rostered, notice of at least two months will be given.
(b) Notice by Employee - The employee is required to give 2 weeks' notice of the intention to take leave.
- (viii) (a) Employees are entitled to receive their ordinary pay for the holiday period in full prior to proceeding on annual leave.
(b) Higher Grade - Where an employee performs duties of a higher grade for a continuous period of at least three calendar months immediately preceding the taking of annual leave, and the employee has not ceased to do such work for an aggregate period of more than five working days, the employee shall be paid for the annual holiday at the rate applicable to the higher classification.
(c) Loading - In addition to the payment prescribed in paragraphs (a) and (b) of this subclause, an employee shall be paid a loading equivalent to 17.5% of four weeks ordinary wage in respect of each four weeks annual leave accruing. However, in the case of an employee engaged on rostered shift work for a period of twelve months prior to the taking of annual leave, the employee shall continue to be paid the penalty rates relevant to the existing or projected roster, or the loading prescribed by this paragraph, whichever is the greater.
- (ix) On resignation or termination of employment, the Council shall pay to the employee, or the duly authorised legal representative of the employee, all annual leave due to the employee. This shall include payment for any annual leave due to the employee on a proportionate basis. The amount payable shall be calculated at the employee's ordinary rate of pay applicable at the date of termination.

B. BEREAVEMENT LEAVE

(i) Where an employee, other than a casual employee, is absent from duty because of the death of a person in accordance with paragraphs (a) to (e) below and provides satisfactory evidence to council of such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include;

- (a) a spouse of the employee; or
- (b) a de-facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household where for the purposes of this paragraph:

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

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

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

- (ii) Bereavement leave shall be taken within a reasonable period as soon as practicable from the date of the death of the individual.
- (iii) Employees will be entitled to an additional three days bereavement leave following the death of a parent (including foster and step-parent), spouse (including de-facto partner and same sex partner) or child (including step, foster child).
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

(iv) Bereavement Entitlements for Casual Employees

- a. Subject to providing satisfactory evidence to Council, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in sub-clause 22B(i) paragraphs (a) to (e) above.
- b. Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- c. Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual are otherwise not affected

C. PERSONAL CARER'S LEAVE

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

The personal carer's leave described in this section C is available to full time and part time staff - but not casual staff.

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

For the purposes of this section C and section C(A), a 'Person Concerned' refers to a person who needs the employee's care and support and is:

- (a) a spouse of the employee; or
- (b) a de-facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household where for the purposes of this paragraph:

'relative' means a person related by blood, marriage or affinity

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

'household' means family group living in the same domestic dwelling.

- (iii) An employee, other than a casual or other employee that receives a loading in lieu of sick leave, with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill or require care due to an unexpected emergency.
- (iv) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous year may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (v) The Council may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred in (iv) above.

- (vi) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person or establish by production of documentation the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (vii) The employee shall, wherever practicable, give the Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Council by telephone of such absence at the first opportunity on the day of absence.
- (viii) In normal circumstances, the employee must not take leave under this section C where another person has taken leave to care for the same person.
- (ix) An employee may elect, with the consent of the Council, to take:
 - (a) annual leave, including annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties;
 - (b) an employee may elect with the Council's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
 - (c) long service leave; or
 - (d) leave without pay for the purpose of providing care and support to the person concerned as defined in (ii)
- (x) Personal Carers entitlements for casual staff:
 - (a) Subject to the evidentiary and notice requirements in (vi) to (vii), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a Person Concerned (as defined in (ii)) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (b) The Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of the Council to engage or not to engage a casual employee are otherwise not affected.

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

- (i) Time off in Lieu of Payment of Overtime:
 - (a) An employee may elect, with the consent of the Council, to take time off in lieu of payment of overtime at a time or times agreed with the Council within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.

(c) If, having elected to take time as leave in accordance with (i)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.

(a) Where no election is made in accordance with (i)(a) the employee shall be paid overtime rates in accordance with the relevant industrial instrument.

(ii) Use of make-up time:

(a) An employee may elect, with the consent of the Council, to work "make up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided in the relevant industrial instrument, at the ordinary rate of pay.

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

D. LONG SERVICE LEAVE

(i) (a) (1) An employee shall be entitled to long service leave at their ordinary rate of pay as follows:

Length of Service	Entitlement	
	Prior to 22/8/83	Since 22/8/83
After 5 years of service	NA	6.5 weeks
After 10 years of service	13 weeks	13 weeks
After 15 years of service	19.5 weeks	21.5 weeks
After 20 Years Service	30.5 weeks	35 weeks
For every completed period of 5 years service thereafter	11 weeks	13 weeks

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

(b) Where an employee has completed more than 5 years service with the Council and is terminated for any cause, the employee or the authorised or legal representative of the employee, shall be paid the monetary equivalent of all long service leave accrued but not taken by the employee at the date of termination. The entitlements shall be calculated in accordance with the table set out in part (a) of subclause (i) of this Clause.

(ii) Notice

(a) The Council must give the employee at least one month's notice of the granting of long service leave.

(b) The employee is required to give 2 weeks notice of the intention to take long service leave.

(iii) If both parties agree, accrued long service leave may be taken in separate periods of not less than one week.

- (iv) Employees are entitled to receive their ordinary pay for the period of long service leave prior to taking long service leave.
- (v) The period of long service leave will be extended by any public holidays or award holidays that may fall during the period of leave.
- (vi)
 - (a) For the purpose of calculating long service leave entitlements in accordance with sub-clause (i) (a) of this clause all prior continuous service with any other Council within New South Wales shall be deemed to be service with Council.
 - (b) Continuity of service shall be deemed not to be broken by transfer or change of employment from another Council provided the period between cessation of service and the date of employment with South Sydney City Council does not exceed three months.
- (vii) Where an employee is employed in accordance with the provisions of this award and transfers to another Council and the employee elects to transfer accrued long service leave entitlements, Council will pay to the newly employing Council the monetary equivalent of all long service leave accrued by the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement.

E. PARENTAL LEAVE

- (i) Parental Leave will be interpreted consistent with the provisions of Part 4, Parental Leave of the Industrial Relations Act 1996 as amended, the NSW Family Provisions Test Case 2005, and section 744 of the Fair Work Act 2009 (Cth).
- (ii) Parental Leave includes maternity leave, paternity or partner leave or adoption leave.
- (iii) An employee is only entitled to parental leave if the employee has had at least 12 months continuous service.
- (iv) Parents cannot take parental leave at the same time except periods of short paternity or partner leave or periods of short adoption leave.
- (v) Entitlement
 - (a) an employee is entitled to a total of 52 weeks parental leave in connection with the birth or adoption of a child; and
 - (b) parental leave is not to extend beyond 1 year after the child was born or adopted.
- (vi) Paternity or Partner Leave
 - (a) Paternity or partner leave is leave taken by an employee in connection with the birth of a child of the employee or the employee's spouse (being a child born as a result of the pregnancy of that spouse).
 - (b) Paternity Leave consists of up to 2 weeks leave on full pay or 4 weeks on half pay at the time of birth of the child or termination of pregnancy (short leave in accordance with sub-clause 22E(iv); and

- (c) a further unbroken period including 4 weeks on full pay or 8 weeks on half pay in order to be the primary care-giver of the child
 - (d) Paternity or partner leave is subject to the employee providing a certificate from a qualified medical practitioner confirming the employee's spouse or partner is pregnant and the expected date of birth. In addition, in the case of paternity or partner leave taken in accordance with (c) above, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) If applicable, the period of any maternity leave sought or taken by the employee's spouse or partner, and
 - (ii) That the employee is seeking that period of extended paternity or partner leave to become the primary care-giver of their child
- (vii) Maternity Leave
- (a) An employee who has completed 12 months continuous service and who produces a medical certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery shall be entitled to:
 - 18 weeks full pay; or
 - 36 weeks half pay from the date maternity leave commences;
 - (b) The employee will provide at least 10 weeks written notice of the intention to take leave.
 - (c) Other arrangements for maternity leave shall be in accordance with the Council's Parental Leave Policy.
- (viii) Adoption Leave
- (a) Adoption Leave is leave taken by a male or female employee in connection with the adoption by an employee, or a partner of an employee, of a child under the age of 18 years. Adoption leave consists of:
 - an unbroken period of up to 3 weeks unpaid leave at the time of the placement of the child with the employee; and a further unbroken period in order to be the primary care-giver of the child
- An employee, entitled to adoption leave, who adopts a child under the age of 5 years shall be entitled to:
- 18 weeks full pay; or
 - 36 weeks half pay

- (b) Adoption leave is subject to the employee providing:
- a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes and
- a statutory declaration by the employee stating, where applicable, the period of any adoption leave sought or taken by the employee's spouse or partner, and that the employee is seeking that period of extended adoption leave to become the primary care-giver of their child
- (c) For the purposes of this sub-clause, spouse includes a de-facto spouse.
- (ix) The weekly rate of pay referred to in sub-clauses 22E(vi), (vii) and (viii) will be based on the employee's substantive hourly salary times the average number of ordinary weekly hours worked over the preceding 12 months.
- (x) Notice of Intention to Take Parental Leave
- (a) The employee should give at least 10 weeks' written notice of their intention to take leave.
- (b) In the case of maternity leave and paternity leave the employee must give 4 weeks' written notice of the dates on which the leave will commence and end.
- (c) In the case of adoption leave the employee must give written notice of the dates on which the employee proposes to start and end the period of leave as soon as practicable but at least 14 days before proceeding on leave.
- (xi) Right to Request
- (a) An employee entitled to parental leave may request the Council to allow the employee to:
- (i) extend the period of simultaneous parental leave use up to a maximum of eight weeks;
- (ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- (b) The Council shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Council's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and Councils decision made under sub-clauses 22E(xi)(a)(ii) and (xi)(a)(iii) must be recorded in writing.

- (d) Request to return to work part-time - Where an employee wishes to make a request under sub-clause 22E(xi)(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (xii) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Council will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (b) The employee shall take reasonable steps to inform the Council about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (c) The employee shall also notify the Council of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) above.

F. SICK LEAVE

- (i) Definition - Sick Leave is paid leave of absence (payable at the ordinary rate) which is granted to an employee when the employee is unable to perform his/her duties on account of illness or injury.
- (ii) Entitlements
 - (a) Upon appointment - 15 days
 - (b) Upon completion of each 12 months of service subsequent to appointment - 15 days.
 - (c) Sick leave shall be cumulative from year to year
 - (d) Part-time employees shall have pro-rata entitlement to sick leave calculated upon the number of hours worked per year.
- (iii) Notification of absence
 - (a) An employee unable to attend work through illness or injury shall contact their supervisor or designated person as soon as practicable.
 - (b) Where possible the employee shall advise their supervisor of the anticipated length of their absence from work.

(iv) Provision of Medical Certificates

- (a) When an employee is absent from work owing to illness or injury for a period in excess of two consecutive working days (inclusive of weekends) the employee must provide a certificate from a qualified medical practitioner, confirming that the employee was unfit to attend work for the period claimed as sick leave. This certificate must be dated within 3 days from and inclusive of the first day of absence.
- (b) When an employee has three (3) absences (including carer's leave absences) not supported by a medical certificate in a year, the employee is required to furnish a medical certificate for all future absences for the balance of that service year.
- (c) When an absence on sick leave is likely to extend for a period longer than 5 days, the employee shall provide a medical certificate to their supervisor which shows the anticipated date of return.
- (d) When the absence extends beyond the date shown on the initial certificate issued, the employee shall submit a new certificate which shows the anticipated date of return and will continue to provide such certificates until the employee returns to work.
- (e) Requests for payment of sick leave shall be submitted on the appropriate form supplied by the Council.

(v) Direction to attend a Medical Examination

Council may direct an employee to attend a medical practitioner nominated by the Council:

- (a) when it appears unlikely that the employee will resume their employment; or
- (b) when the absence is likely to be for a period which will exhaust the employees entitlements to be paid sick leave; or
- (c) the employee is ill so frequently as to raise the question of fitness to carry out the duties of their substantive position.
- (d) when an explanation for illness contained in a medical certificate is vague or insufficient.

(vi) Sick Leave Without Pay

- (a) Where an employee has exhausted all accrued sick leave entitlements and the employee is unable to attend for duty owing to illness or injury, the period of absence shall be regarded as sick leave without pay.
- (b) An employee's entitlement to sick leave without pay will be 60 days.
- (c) Periods of sick leave without pay shall count as service provided
 - (i) the maximum period or periods of sick leave without pay does not exceed a total of 60 days.

- (vii) Public holidays or rostered recreation days occurring during a period of absence due to sick leave, shall not be counted as sick leave.

- (viii) Higher Grade - Where an employee performs duties of a higher grade for a continuous period of at least three (3) months immediately preceding the taking of sick leave, and the employee has not ceased to do such work for an aggregated period of more than five (5) working days, the employee shall be paid for the sick leave at the rate applicable to the higher classification for a maximum of 20 days for any one absence.
- (ix) Illness when on Annual/Long Service Leave - If an employee becomes sick or is injured whilst on annual leave or long service leave, the employee may elect to have the period of illness treated as sick leave and at a time convenient to the Council take additional holiday leave equivalent to the period of illness, provided:-
 - (a) the period of illness or injury is at least 7 days
 - (b) the illness or injury is supported by medical evidence satisfactory to the Council confirming that the employee was housebound.
- (x) Refund of Sick Pay - Where an employee obtains a verdict for damages or an amount of money in settlement of a claim for damages against a third party in respect of an injury or illness for which the employee has received sick pay in accordance with the provisions of this Clause, the employee shall refund to the Council any such sick pay paid by the Council insofar as the verdict or settlement includes an amount in respect of such sick pay.
- (xi) Council's liability under this clause in respect of one continuous absence of sick leave is limited to 315 days for staff employed as at 11 February 1980 and 260 days for those employees commencing employment on and after the 12 February 1980.

G. OTHER LEAVE

- (i) Jury Leave

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

23. Public Holidays

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

24. Union Picnic Day

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

25. Calculation of Service

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

26. Work Health & Safety

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

27. Uniforms, Clothing and Safety

- (i) Where the Council provides an employee with a uniform or safety/protective clothing, including safety footwear;
 - (a) The Council shall pay for the cost of clothing.
 - (b) The employee shall wear and use such clothing (including footwear) to achieve the purpose for which it was supplied.
 - (c) The Chief Executive Officer shall determine the style, nature, quality and quantity of clothing.
 - (d) Lost or damaged clothing due to an employee's misuse or negligence shall be replaced or paid for by the employee to whom the clothing was issued.

- (ii)
 - (a) All employees will comply with safety regulations and wear all safety equipment and clothing at all times.

 - (b)
 - (1) An employee who fails or refuses to wear safety clothing (including footwear) will not be permitted to commence work and will be sent home to collect the clothing. The employee shall receive no pay for the absence.

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

28. Workplace Efficiency

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

29. Exemption from Industrial Action

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

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

30. Tool Allowance

- (i) The Council shall provide all necessary tools for all employees, except a tradesperson in receipt of a tool allowance.
- (ii)
 - (a) The rate per week for tool allowances is set out in Table 2 of Part B of the Award.
 - (b) The allowance paid shall be deemed to apply in respect to the full range of tools ordinarily used in the performance of the employee's trades, occupation and duties.
- (iii) The Council shall;
 - (a) Provide a suitable and secure weather proof lock-up for the purpose of storing employees' tools on the job.
 - (b) Insure and keep insured against loss or damage by fire or theft while on Council's premises, such tools of employees as are necessary and used during the course of their employment.
- (iv) The employee shall, if requested to do so, provide the Council with a list of tools used.
- (v) The Council shall provide tools, other than those expected to be provided by a Tradesperson and for which the allowance is paid. Any argument about this matter is to be dealt with in accordance with the dispute procedure of the Award or referred to the Joint Consultative Committee for consideration.

31. Travelling Expenses

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

32. Meal Breaks

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

33. Payment to Dependants of a Deceased Employee

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

34. Employee Representatives

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

35. Use of External Resources (Contractors)

- (i) Council has a commitment to a viable, efficient and flexible day workforce that will respond to community expectations in the performance of its work programs.
- (ii) Whilst acknowledging the circumstances where external resources are used (refer to paragraph (v) of Clause 28 - Workplace Efficiency), Council gives a commitment to;
 - (a) develop its staff to become competitive, efficient and responsive to changing climates, and
 - (b) provide meaningful and rewarding work to its employees.
- (iii) The parties recognise that there needs to be effective communication in relation to all issues associated with contracting, particularly at the workplace level. To facilitate this;
 - (a) Unit Managers will communicate on a regular (say monthly) basis with the appropriate delegate(s) and supervisors as necessary to discuss these issues.
 - (b) Access is then available to Divisional Directors Departmental Heads about unresolved problems raised at monthly meetings.
 - (c) Should a matter still remain unresolved it may, without restricting the parties rights under the Disputes Settlement Procedure, be referred to the Joint Consultative Committee for further consideration.

36. Termination of Employment

The Council will apply the Industrial Relations Act, 1996 if it terminates the employment of an employee.

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

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

- (vii) For the purpose of this Clause "serious misconduct" includes:
 - (a) wilful, or deliberate, behaviour by an employee that is inconsistent with the continuation of the contract of employment; and
 - (b) conduct that causes imminent, and serious, risk to:
 - (i) the health, or safety of a person; or
 - (ii) the reputation of the Council

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

37. Workplace Change and Redundancy

(i) Council's Duty to Notify

(a) Where the Council has made a definite decision to introduce major workplace changes, such as restructuring or technology, that is likely to have a significant effect on its employees, Council shall notify the employees who may be affected and the union to which they belong.

(b) A 'significant effect' could include:

Termination of employment,

Major changes to the composition, operation, skill requirements or size of Council's workforce,

The elimination or diminution of job opportunities, promotion or job tenure,

The alteration of hours of work,

The need for retraining or transfer of employees to other work or locations, and

The restructuring of jobs

(ii) Council's Duty to Discuss Change

(a) In addition to providing notification, Council will discuss the introduction of major workforce changes with affected staff and their union representatives, including the likely impact the changes may have on employees, and measures that may be implemented to avert or mitigate any adverse affects.

(b) Council shall commence discussions and provide all relevant information about the proposed changes as early as possible.

(iii) Discussion before Termination

(a) Where Council has made a definite decision that it no longer wishes the job being performed by an employee to be done by that individual or any other employee and, as a consequence of this decision, the individual's employment may be terminated, discussions will be held with that employee and their union representatives.

(b) The Council will also provide all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of staff likely to be affected and the number of employees normally employed by the Council, as well as the period over which the terminations are likely to be carried out.

(iv) Notice to Government Agencies

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

(v) Notice to Employee

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

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

(vii) Redundancy Entitlements

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

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

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

- (viii) Council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the relevant Government department or agency.
- (x) Wherever practical and reasonable, voluntary redundancy remains Council's preferred option for managing staff who, firstly have been identified as surplus to needs as a result of workplace change and secondly, wish to leave Council.

(xi) Redeployment

- (a) Wherever practical and reasonable, redeployment remains council's preferred option for management of surplus staff.
- (b) Salary Maintenance - where an employee has been identified for redeployment and is transferred in accordance with Council's policy, salary maintenance to the level of the employee's substantive position will be provided for a period limited to 12 months from the date of redeployment. Thereafter the employee will receive the rate applicable to their redeployed position. Future award increases will be absorbed until parity to the new redeployed rate is achieved.

38. Definitions

- (i) Afternoon Shift means ordinary daily working hours which finish after 8.00pm and at or before midnight, Monday to Friday inclusive, except a public holiday.
- (ii) Building Tradespeople means a group of employees who have successfully completed an apprenticeship in any one of the following trades; Bricklaying, Carpentry, Painting, Plastering, Signwriting, Stonemasonry, Tiling.
- (iii) Child means a child of the employee or the employee's spouse under the age of one year.
- (iv) Cleansing Service Operator means a person employed in refuse collection or street and gutter sweeping.
- (v) Council Worker means a person employed in the broadband classification of Council Worker to carry out general labouring and operating duties (including minor trades work, driving and plant operating).
- (vi) Dismissal means termination of the services of an employee for reasons of serious misconduct.
- (vii) Employee means a person appointed to a classification prescribed by the Award.
- (viii) Employer means the Council of the City of Sydney and includes the Chief Executive Officer or any person authorised to act on the Council's behalf.
- (ix) Holiday Shift means the ordinary daily working hours of a shift worker, the major portion of which fall on a public holiday.
- (x) Hourly Rates shall be calculated by dividing the appropriate weekly wages by the ordinary weekly hours.
- (xi) Maternity Leave is leave taken by a female employee in connection with the pregnancy of the birth of a child of the employee. Maternity Leave consists of an unbroken period of leave.
- (xii) Mechanical Tradesperson means a group of employees who have successfully completed an apprenticeship as Motor Mechanic, Fitter or Welder and includes people classified as a Mechanical Tradesperson Special Class and Parking Meter Mechanic.
- (xiii) Morning Shift means ordinary daily working hours which commence after 4.00am and before 5.30am, Monday to Friday inclusive, except a public holiday.
- (xiv) Ordinary Rate means the weekly rate of wages prescribed for a classification in this Award.
- (xv) Paternity or Partner Leave is leave taken by a male or same sex employee in connection with the birth of a child of the employee or the employee's spouse.
- (xvi) Primary Care Giver means a person who assumes the principal role of providing care and attention to a child.
- (xvii) Resignation means voluntary termination of employment by the employee in accordance with this Award.
- (xviii) Shift Work means work regularly carried on outside the normal spread of hours during times set out in a roster.

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- (xix) Spouse includes a de-facto or former spouse.
 - (xx) Trainee means an employee who is less than 18 years of age and who is undertaking an approved traineeship under the Modern Apprenticeship and Traineeship System (MAATS).
 - (xxi) Union means an organisation of employees registered under the New South Wales Industrial Relations Act 1996.

PART B

MONETARY RATES

Table 1 - Clause 7 - Rates of Pay

Annual Pay Rates				
Apprentices		Trainees		Rate per annum
Apprentice Year 1		15 years of age or School Certificate		\$28,976
Apprentice Year 2		16 years of age or School Certificate		\$33,338
Apprentice Year 3		17 years of age		\$38,053
Apprentice Year 4		18 years of age or Higher School Certificate		\$42,860
Trades and Non Trades				
Grade	Entry Salary	Step 1	Step 2	Step 3
1	\$43,773			
2	\$45,674			
3	\$48,578			
4	\$50,115			
5	\$51,470	\$53,271	\$55,137	\$56,789
6	\$52,836	\$54,688	\$56,603	\$58,299
7	\$54,637	\$56,553	\$58,533	\$60,293
8	\$56,922	\$58,918	\$60,983	\$62,812

Table 2 - Clause 30 - Tool Allowance

Annual Tool Allowances	
Classification	Annual Rate
Bricklayer	\$1,099
Carpenter and Plumber	\$1,480
Metal and Mechanical Trades	\$1,480
Painter and Signwriter	\$447
Plasterer	\$1,257
Electrician	\$988
Stonemason	\$1,480

PART C

AWARD COVERAGE

Table 1 - Categories of Employees

Categories of employees who may be employed under this Award.

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