

City of Newcastle

# Enterprise Agreement (EA)

2023



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City of  
Newcastle

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# Section 1:

## Our Agreement

# 1. What's this all about?

Our Agreement is about providing you with industry leading benefits and arrangements which offer you flexibility, choice, and future opportunities.

Our Agreement is about working together to match your personal goals with the City of Newcastle's Vision of becoming a liveable, sustainable, inclusive global city, where people choose to live, work and play.

Our Agreement provides new opportunities for flexibility, so please take the time to see how you can balance your personal life with a great career, while delivering excellence in the services we provide to our community. We want to ensure exceptional service every time and we know you are vital to making this happen.

# 2. What do we stand for?

Our Mission is to have an organisation proud to deliver services valued by our community. Our Vision is to be a smart city and a smart organisation. Our Values are CREW:

## Cooperation

We work together as an organisation, helping and supporting each other

### Our Behaviour

- We are accountable for delivering responsive and professional customer service
- We communicate in an open and honest manner



## Respect

We respect diverse views and opinions and act with integrity

### Our Behaviour

- We are professional, respectful and courteous to our customers and work colleagues
- We are accountable for our own actions and words



## Excellence

We strive for quality and improvement in everything we do

### Our Behaviour

- We show initiative and willingness to learn and change
- We develop our people and acknowledge our achievements



## Wellbeing

We develop a safe and supportive environment

### Our Behaviour

- We find a balance to manage work, life, personal and professional responsibilities
- We aim for zero-harm in the workplace



City of Newcastle wants to create an inclusive workplace culture where everyone feels respected, safe, and valued so they can be themselves and fully contribute their opinions and perspectives to the success of the organisation. This is what unlocks people's discretionary efforts and lifts the organisation from performing to high performing.

### 3. Acknowledgement of Country

The parties to this Agreement acknowledge that we live, work and play on the traditional country of Aboriginal and Torres Strait Islander People.

We are committed to honouring Aboriginal and Torres Strait Islander Peoples unique culture and spiritual relationship to the land and waterways.

We recognise and respect their cultural heritage, beliefs and continuing relationship with the land, and pay respect to Elders past, present and emerging, for they hold the memories, the traditions, the cultures and aspirations of Aboriginal and Torres Strait Islander People. Always was, always will be Aboriginal land.

City of Newcastle reiterates its commitment to the Aboriginal and Torres Strait Islander Peoples of this community through our Aboriginal Employment Strategy and Reconciliation Action Plan.

### 4. What is our commitment?

In entering into this Agreement through an interest-based approach, the parties identified points of common interest which established solid principles underpinning this Agreement.

This means that:

We will be an employer of choice by recruiting and retaining talented and qualified employees with diverse backgrounds and experiences;

It is important to help you keep up with best practice by providing training, development and career opportunities;

We need to be financially sustainable to provide job security for you and value for money for our community;

Wellbeing, trust, equity and fairness are important - underpinning everything we do;

We strive for excellence, adaptability and resilience;

We will be an open, collaborative, inclusive, accessible and connected organisation; and

We maintain and demonstrate our CREW Organisational Values and BLUE bus behaviours.

This means we will continue to:

Promote and support the implementation of our Inclusion, Diversity and Equity Strategy, with key focus areas such as Aboriginal and Torres Strait Islander Engagement, Accessibility, Cultural and Linguistic Diversity, Gender Equity and LGBTQIA+ inclusion;

Value and respect inclusion and the diversity of our workforce;

Prevent and eliminate all forms of unlawful discrimination (such as discrimination on the basis of age, disability, family responsibilities, gender identity, cultural background and sexual orientation);

Support and focus on gender equity. This means in particular - providing equal pay for equal work, committing to a merit based organisational structure and working hard to increase the number of women in senior leadership roles. We are proud of the fact that Joy Cummings was Australia's first female Lord Mayor from 1974- 1984;

Take our obligations under work health and safety legislation very seriously. Ensuring the health, safety and wellbeing of our people and providing a safe, secure and injury free workplace as our priority;

Offer flexible work practices to help you meet your personal and family needs, as well as our core business requirements. This may involve working remotely, job sharing and leave or flexible work arrangements; and

Implement appropriate technology to build employee capability and improve customer experience, productivity and administrative processes.

## 5. What is our relationship with the Unions?

We acknowledge the importance of working together with the Unions in a cooperative relationship to ensure workplace issues are resolved quickly, improve efficiency and productivity, along with increasing your career prospects and the quality of your working life.

The United Services Union (USU), Local Government Engineers Association of NSW (LGEA) and the Development and Environmental Professionals' Association (depa) are the relevant Unions for our organisation. We support your choice to join your appropriate Union.

We will consider any request from a Union to use our communication systems, as well as our noticeboards and/ or inductions to communicate with you.

## 6. Who is covered by this Agreement?

You will be covered by this Agreement if you are employed by City of Newcastle as a permanent, temporary/ term contract or casual employee.

This Agreement will not cover you if you are a member of Senior Staff as defined in the *Local Government Act 1993*.

## 7. Who are the parties to this Agreement?

City of Newcastle, United Services Union, Local Government Engineers Association and Development and Environmental Professionals' Association.

## 8. When does the Agreement operate?

This Agreement will operate from the commencement of the first full pay period on or after 1 January 2023 and will remain in force for a period of 3 years.

## 9. Application of this Agreement

This Agreement is made by reference to the Award. The terms and provisions of this Agreement replace and substitute the provisions of the Award and replaces The Entertainment and Broadcasting Industry – Live Theatre and Concert (State) Award.

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In the case of inconsistency between the Agreement and the Award, the provisions of this Agreement will prevail. Where the Agreement is silent the Award and its successors will be applied.

# Section 2:

## My Pay



# Quick Look

We are committed to an equitable and competitive approach to remuneration that supports the achievement of strategic goals and objectives. This approach enables the attraction and retention of high performing employees.

This section outlines your pay rates, what you get paid if you work in another role, salary sacrifice, superannuation, allowances and motor vehicle arrangements.

## 10. What will I be paid?

The rates of pay are set out in *Schedule 3 – Monetary Rates and Allowances - - Rates of Pay (Fortnightly)*, as at the commencement of this Agreement.

### **One- Off Payment**

We will make a one- off payment to you as outlined below, following approval of the EA 2023 by the Industrial Relations Commission.

One- off payments will be calculated based on your substantive position with us as at 1 December 2022.

If you are employed in a permanent part time position, you will be paid pro- rata based on your hours per week.

If you are employed in multiple permanent positions, you will be paid pro- rata based on your hours per week in each position.

### **Permanent and Temporary / Term Employees**

If your Salary Point and Step is SP7 Step 2 or above, we will make a one- off payment to you of 1% of your annual remuneration, calculated using your Ordinary Time Rate of Pay.

If your Salary Point and Step is less than SP7 Step 2, we will make a one- off payment to you equivalent to the payment amount applicable for SP7 Step 2.

Permanent part time employees will be paid a minimum one- off payment of \$350.

### **Casual Employees**

If you are a casual employee, we will make a one- off payment to you of \$350. You will only receive one payment even if you have multiple casual positions.

## Salary System rates increases

In addition to the one- off payments above, our Salary System pay rates will be increased annually, on and from the first full pay period after 1 July each year in accordance with the table below.

Year 1- on or after the first full pay period 1 July 2023	Year 2- on or after the first full pay period 1 July 2024	Year 3- on or after the first full pay period 1 July 2025
3.6% (refer to note 1)	The % increase prescribed by the Award	The % increase prescribed by the Award

*Note 1 If in Year 1, your Salary Point and Step is less than SP7 Step 2, we will make an additional one- off payment to you equivalent to the difference between 3.6% applied to your Salary Point and Step and 3.6% applied to SP7 Step 2.*

## Award CPI 'Top- Up' – Year 1

If in the first year of the EA 2023, the IRC Orders that employees covered by the Award should also receive a CPI 'top- up' component, in addition to the Award increase, then we will pay an additional one- off payment to you for any additional component that is above 4.6% and less than or equal to 6%

If the IRC Orders provide that the CPI 'top- up' component may be offset, for example by any equivalent over award payment or similar, then we will not be required to apply any additional CPI 'top- up' component.

# 11. How and when will I be paid?

## 11.1 Pay Period and Payment

The pay period is fortnightly, and we will pay you by electronic funds transfer (EFT) directly into an account nominated by you.

Wherever possible, your pay will be processed by the first Wednesday after the pay period. Sometimes this may not be possible (usually due to public holidays) and payment will instead be made by the Thursday. For the purposes of this agreement, Thursday is the fixed regular pay day. In rare circumstances, if we are unable to make a payment by Thursday, we will let you know when you will be paid.

Where you authorise it, we will deduct money from your pay and make payments into an account nominated by you. This might be to a charity or your Union.

## 11.2 What happens if you are overpaid or underpaid?

If you are mistakenly overpaid, we will advise you and agree on an appropriate repayment plan.

If you are mistakenly underpaid, we will rectify the problem as soon as possible after we have been notified. This may involve alternate measures such as an individual correction pay.

## 11.3 Leaving our Organisation

When your employment ceases in accordance with Clause 53, you will be paid your applicable Ordinary Pay for all hours worked up to the time of termination, and any applicable accrued leave entitlements and applicable severance payment.

Payment will be made in the first full pay period after your termination date.

## 12. Resourcing and Use of Skills

You will be required to use and demonstrate skills appropriate to the essential responsibilities and duties of your position. In addition, we may ask you to use skills within your competence and experience, outside of your position description, and if you do you will be paid the applicable Salary Point and/ or Step for the use of those skills in accordance with Clause 16.

Positions are evaluated and aligned to a Salary Point within the Salary System, and you will be assessed and aligned to a Salary Step relevant to your skills and experience based on the position description and progression model.

City of Newcastle will provide adequate workforce levels and other resources to enable you to carry out your duties and functions over the course of working hours that are reasonable and support the delivery of our Community Strategic Plan and Operational Plan.

## 13. Our Salary System

### 13.1 Purpose of our Salary System

City of Newcastle conducted a Salary System review and implemented a new Salary System pursuant to Clause 13 of the 2019 Enterprise Agreement. This new Salary System was implemented on 1 July 2022 and is compliant with the Award.

Our Salary System:

provides remuneration above the Award and its structure is aligned to the skill descriptors contained in the Award;

determines what pay rate you are paid i.e. you are paid according to the Salary Point (SP) and applicable step in Schedule 3 applicable to your position description;

comprises a salary structure that enables progression;

recognises the skills you are required to apply on the job;

provides skills based progression relevant to your position description that are assigned to each Salary Point and Step;

provides you with access to information regarding the Salary Point, salary Steps and progression for your position; and

includes a process by which you can appeal against your assessment.

If we propose a change to our Salary System we will consult with you, CN Consultative Committee and the Unions.

The Salary System will not be amended without consultation and agreement with the Unions.

## 13.2 Progression

Except where otherwise provided, you will be assessed for progression through the Salary Steps for your position annually, and or when you are required to use skills that would entitle you to progress in our Salary System.

When you have progressed to the maximum Step for your Salary Point, we are not required to conduct an annual assessment for you.

If there is a valid change to your job, you or your Manager can request the role be re-evaluated. The job evaluation will be conducted using our job evaluation system.

If we need to make changes to our Salary System i.e. the structure and the method for progression through that structure, you will not suffer a reduction in your current pay.

You shall not suffer a reduction in progression Steps based on the acquisition and use of skills, unless otherwise agreed.

## 14. Can my pay rate go down?

Your pay rate will not be reduced, unless you are:

Demoted for disciplinary reasons; or

Transferred to a lower paid position at your request.

If your rate of pay is provided in a previous classification structure (e.g. 'old system rate of pay, current occupant only rate') you will continue to be paid that rate and receive annual increases based on that rate until or unless entitled to a higher rate under this Agreement.

If you agree to be redeployed to a position at a lower rate of pay as an alternative to redundancy, you will retain your existing rate of pay but no further increases will be applied until the rate of pay for the new position exceeds your existing rate of pay. If you commenced prior to 17 April 1998, you will retain your existing rate and be entitled to annual increases without reverting to the rate of pay for the new position.

Your Ordinary Pay will not be reduced when you are physically prevented from attending work or advised not to attend work by Management due to bushfire or other climatic circumstances beyond your control.

## 15. Can I have an annualised salary?

An annual salary arrangement may be agreed between you and Management. The conditions around these arrangements are set out in *Schedule 4.1- Clause 13 - Annualised Salaries - Award*.

## 16. What do I get paid if I work in another role?

If you are requested by Management to relieve in a higher position, you will be paid for the time actually spent relieving in the position.

For positions within the salary system, the rate of pay is determined based on your skills/ experience, but you won't be paid any less than the minimum rate for the position.

If you are required to relieve in a higher position and are absent on paid leave or an agreement holiday you will be paid at the higher rate of pay.

To relieve in a Senior Staff position you will be paid an appropriate rate of pay consistent with the duties and responsibilities of the relief work undertaken.

## 17. Can I salary sacrifice?

You may enter into a salary sacrifice arrangement which allows you to receive part of your pre-tax salary as a benefit rather than salary.

Salary sacrifice may be available to you for the following, but not limited to:

Additional Superannuation;

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Novated lease arrangements; and

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Excess Long Service Leave.

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The conditions are set out in *Schedule 4.2 - Clause 14 - Salary Sacrifice – Award*.

## 18. What are my Superannuation benefits?

While you are working with us, we'll make the required superannuation contributions for you in line with the Superannuation Guarantee (Administration) Act (SG Act). You also have the choice to make your own additional contributions.

If you are a member of either of the Local Government Super Defined Benefit Schemes, you will have contributions paid as defined by the Trust Deed of the fund.

You have the choice to nominate your preferred superannuation fund. If you don't choose a fund we will make contributions to our default fund, the Local Government Superannuation Scheme (Active Super).

We recommend you seek appropriate financial advice before making additional superannuation contributions as there are statutory limits.

## 19. What allowances and reimbursements can I be paid for?

Allowances are set out in *Schedule 3 - Monetary Rates - Table 5 - Allowances*.

The following subclauses set out the conditions around the payment of allowances.

### 19.1 Reasonable Expenses

We will pay for all reasonable expenses, including out-of-pocket, accommodation and travelling expenses related to your duties where approved by Management.

### 19.2 Private Vehicle Allowance

When there is agreement for you to use your private vehicle for official business use, you will be paid for the kilometres travelled in line with the corresponding engine capacity of the vehicle as set out in *Schedule 3 - Monetary Rates - Table 5 – Allowances*.

The Private Vehicle Allowance compensates for all costs associated with the supply and use of the vehicle including depreciation. You will not be required to provide your private vehicle for business use on a permanent basis. We may agree in writing on another payment arrangement.

### 19.3 On Call Allowance

If you are required to be on call you will be paid an On Call Allowance. You must be contactable and available outside of ordinary hours to respond within a reasonable time to emergency and breakdown work or supervise call back of other employees. If you are required to attend work, you will be entitled to be paid for fares actually incurred or the private vehicle allowance from your home to the work location and return.

If you are on call and are required to attend a call out, you will be paid at overtime rates for the time from when you leave for work until the time you return from work. The minimum 4- hour period of payment for call back does not apply to this subclause.

On call arrangements will be determined in accordance with Clause 36.

### 19.4 Follow the Job Allowance

You will be paid a Follow the Job Allowance where you are not provided with transport and are required to start and finish on the job at locations other than the Depot or other usual starting points. This allowance compensates you for any inconvenience which may be caused by frequent changes in starting points.

You will be paid once for each day of attendance at work including days which overtime is worked. You will not be paid this allowance for public holidays not worked or during Annual Leave, Long Service Leave, Personal Leave and leave without pay.

### 19.5 Meal Allowance

You will be paid a Meal Allowance if you are required to:

Work overtime for 2 hours or more before or after your ordinary hours on any day;

Work for more than 4 hours on a day which is not your ordinary working day; and

After each additional 4 hours worked.

### 19.6 Tool Allowance

You will be paid the Tool Allowance (including leading hands) if you are required by Management to supply and maintain a normal tool kit relevant to your trade and you are engaged as one of the following:

Tool Allowance		
Carpenter	Metal Fabrication/ Boilermaker	Mechanical Fitter
Bricklayer	Plumber	Motor Mechanic
Signwriter	Painter	Refrigeration Mechanic

If you are paid the Tool Allowance, we will reimburse you for loss of those tools up to the maximum value listed in *Schedule 3 - Monetary Rates - Table 5 – Allowances - Item 10*.

When we direct you to store the tools on our premises and the tools are stolen outside of ordinary working hours, we may require you to provide a list of tools before reimbursement.

If you are an apprentice and are required to supply and maintain a tool kit relevant to your trade, we will pay you 100% of the relevant tool allowance.

## 19.7 Special Conditions Allowance

You will be paid the following allowance if you are affected by special conditions associated with your duties, except if you are a Waste Management employee or if your Position Description has been evaluated and resulted in a Salary Point level that takes into account the additional responsibilities below.

<b>Asphaltic Concrete</b>	Laying of asphaltic concrete, i.e. performing the operations of emulsion spraying and/ or shovelling and/ or screeding and/ or rolling and/ or transporting.
<b>Oxy-Viva 3 Resuscitation Unit</b>	If required, this allowance applies to employees qualified to use this unit (if not already included in your evaluated Salary Point).
<b>First-Aid Allowance</b>	Nominated to carry out first-aid duties in conjunction with your normal duties (if not already included in your evaluated Salary Point).  This allowance cannot be received in conjunction with the Emergency Warden Allowance.
<b>Emergency Warden Allowance</b>	Nominated Emergency Wardens are appointed to act within Emergency Plan requirements developed in accordance with AS 3745 (if not already included in your evaluated Salary Point).  This allowance cannot be received in conjunction with the First Aid Allowance.

## 19.8 Work Area Allowance

You will be paid a Work Area Allowance if you perform work for the whole week as per your ordinary hours in any of the following work areas:

Work Area		
<b>Plant Operator</b> <ul style="list-style-type: none"> <li>Construction</li> <li>Maintenance</li> <li>Parks Maintenance</li> <li>Street &amp; Gutter (Broom)</li> </ul>	<b>Motor Vehicle Driver</b> <ul style="list-style-type: none"> <li>Fleet Operations</li> <li>Construction</li> <li>Maintenance</li> <li>Classified Roads</li> </ul>	<b>Field Worker, Senior Field Worker or Field Supervisor</b> <ul style="list-style-type: none"> <li>Construction</li> <li>Maintenance</li> <li>Classified Roads</li> <li>Parks Maintenance</li> <li>Natural Areas</li> <li>Street &amp; Gutter</li> <li>Rapid Response Unit</li> </ul>
<b>Trade</b> <ul style="list-style-type: none"> <li>Bricklayers</li> <li>Carpenter</li> <li>Painters and Signwriters</li> <li>Plumbers</li> <li>Motor Mechanic (including labourer)</li> </ul>	<b>Urban Trees</b>  <b>Street and Gutter - Eductor</b>  <b>Pest and Weed</b>	

## 19.9 Childcare Employees - Changing Nappies Allowance

If you are a childcare employee, you will be paid this allowance whilst changing nappies. The allowance is paid for actual time spent performing the duties, but the minimum payment will be 1 hour per day.

## 19.10 Confined Space Allowance

You will be paid this allowance if you are required to work in a confined space or you are the qualified person required to observe an employee working in a confined space.

## 19.11 Community Language and Signing Work Allowance

You will be paid this allowance if you are required to provide a community language service to non- English speakers or to provide signing services to those with hearing difficulties in addition to the normal duties of your position. The allowance is paid according to when the skills are used so this may be on a regular or irregular basis.

The duties require you to act as a first point of contact for non- english speaking residents or residents with hearing difficulty and to provide basic assistance relating to the services provided by City of Newcastle. These duties don't replace or substitute for the role of a professional interpreter or translator.

If we require you to use community language skills, we will provide you with the opportunity to obtain accreditation from a language aide accreditation agency if you are prepared to be identified as possessing the additional skill(s).

## 19.12 Civil Liability Allowance

The conditions around the Civil Liability Allowance (CLA) - Engineering Professionals are set out in *Schedule 4.3 - Clause 16 (xv) - Allowances, Additional Payments and Expenses - Award*.

## 19.13 Accreditation of Employees

The conditions around the Accreditation of Employees as Chartered Professional Engineers and accreditation of employees by the Building Professionals Board are set out in *Schedule 4.4 - Clause 16 (xvi) (xvii) - Allowances, Additional Payments and Expenses - Award*.

## 19.14 Certificates, Licences and other Requirements

If you are required by CN to hold a Safe Work NSW approved certificate or licence in relation to your position, we will reimburse you for the cost of the certificate or licence.

If you are required by CN to hold a driver's licence in relation to your position (other than a Class C (car) or Class R (rider) licence), we will reimburse you for the acquisition and ongoing cost of the licence if it is an inherent requirement of your role.

If you are engaged in child- related work and are required by the City of Newcastle to undertake a Working with Children Check (WWCC) as provided by the *Child Protection (Working with Children) Act 2012 (NSW)*, you will be reimbursed for the cost of your WWCC.



## 19.15 Shift Allowance

Shift allowance is payable in the below circumstances:

<b>2 or 3 Shift Allowance</b>	Employees required to work a regular rotating roster on a 2 or 3 shift pattern which generally starts or finishes outside the normal span of hours
<b>Early morning shift allowance</b>	Employees required to work a shift which commences at or after 4.00am and before 5.30am Monday to Friday, except public holidays
<b>Broken Shift Allowance</b>	Employees required to perform a rostered daily shift in two parts

Shift allowance is not payable to any of the following employees:

<b>Shift Allowance Not Payable</b>		
Parking Officers	Commissionaires	Waste Collections Team Leader
Rangers	Garbage and Street Cleaning	Waste Collections Team (except the afternoon- wash bay attendant)
Pool employees	Library employees	Parking Technician employees
IT employees	Entertainment, Events, Theatres and Hospitality employees	

If alternative shift allowances apply to the above employees, details are set out in the table below - *Alternative Shift Allowance*. For the Waste Collections Team, specific allowances are set out in *Subclause 19.16 - Waste Collection Allowance*.

<b>Alternative Shift Allowance</b>	
Pool employees Commissionaires Library employees	Late Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 5 – Allowances – Item 46</i>
IT employees	Late Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 5 – Allowances – Item 46</i>  IT Overnight Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 5 – Allowances – Item 47</i>
Parking Technician employees	Late Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 5 – Allowances – Item 46</i>  <b>Shift Work:</b> Considered a shift worker if required to work a roster between 6.30am, Monday to Saturday and extending to 1.30am the following morning:  2 or 3 Shift Allowance as set out in <i>Schedule 3 - Monetary Rates, Table 5 – Allowances – Item 43</i>
Entertainment, Events, Theatres and Hospitality employees	For all work performed after midnight and before the commencement of ordinary hours as set out in Clause 22.4 an allowance of 100% of the employee's Ordinary Time Rate of Pay.
Waste Collections afternoon Wash Bay Attendant	Is considered to be a shift worker for the purposes of Clause 22.8 for any hours rostered after 6pm (except for overtime).

The allowances prescribed in this subclause will stand alone and not be taken into account in the calculation of penalty rates.

## 19.16 Waste Collection Allowance

Waste Collection Allowance is payable in the below circumstances:

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<b>Waste Collection Allowance</b>	
Waste Collections Team	A side load driver or other person driving a side load vehicle will be paid an allowance set out in <i>Schedule 3 - Monetary Rates, Table 5 – Allowances – Item 51</i>
	Rear loader driver or other person driving a rear load vehicle, general hand, wash bay attendant, or offsider will be paid an allowance set out in <i>Schedule 3 - Monetary Rates, Table 5 – Allowances – Item 52</i>

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The Waste Collection Allowance will be calculated on a per shift basis to a maximum of 5 shifts per week and will be paid in accordance with the pay cycle.

## 19.17 Wet Weather

We will provide a spare full set of clothing to you if you are required to work outdoors during wet weather. You will not be asked to work outdoors in wet weather unless we have provided you with protective clothing.

If you get wet while you are performing your duties, you will be allowed to cease work, shower if required and change clothes at any of our facilities in the Newcastle Local Government Area and promptly return to work.

If our facilities are unavailable or unreasonable you may, after seeking approval from your Manager, be allowed to cease work and return home without deduction of pay for the purpose of changing clothes, then promptly return to work.

If you are required to return to work, we will pay you any fares you may have incurred or the Private Vehicle Allowance for the return journey to your home.

If you are required to work on wet days and do not become wet on the job you must:

Perform work as reasonably required; or

Standby for work under cover.

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## 19.18 Inclement Weather

In circumstances where your ability to safely perform your usual work is impacted by inclement weather, you will normally be required to carry out alternative essential work that is safe to perform.

However, you may request to take annual leave on working days which are impacted by inclement weather. If you want to access annual leave (for inclement weather) on working days, this needs to be mutually agreed between you and your Coordinator or Supervisor. Annual leave can be applied for a half day only, for the purpose of this Clause.

Taking leave in accordance with this Clause is optional and you are not required to go home on inclement days.

## 20. What are the Motor Vehicle Arrangements?

To ensure we meet the transport needs of our organisation we have set out the conditions around leaseback vehicles and novated lease arrangements in *Schedule 4.5 - Clause 17 (B) and (C) - Motor Vehicle Arrangements - Award*.

# **Section 3:** My Employment Conditions

# Quick Look

This section sets out the main types of employment with City of Newcastle – full time, part time, temporary/ term contracts and casual – and some specific arrangements for you depending on your type of employment.

This section also sets out hours of work, meal breaks, overtime and holidays.

## 21. What types of employment are there?

The main types of employment with us are:

Full time;

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Part time (including job share);

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Temporary;

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Term contracts; and

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Casual.

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### 21.1 Working Full Time

#### The Basics

If you are a full time employee you will work either 35 hours or 38 hours per week depending on the role you are employed to perform as set out in *Clause 22 - What are my hours of work?*

### 21.2 Working Part Time

#### The Basics

A part-time employee is engaged to work fewer than 35 ordinary hours or 38 ordinary hours per week as defined in *Clause 22 - What are my hours of work?*

Prior to commencing part time work, we will agree in writing on your work conditions including hours, days and commencement times. These conditions may be varied by consent.

The provisions in our Agreement apply to part time employees on a pro-rata basis according to the number of ordinary hours worked (unless a particular clause in our Agreement expressly provides otherwise).

Further information on these arrangements is set out in *Schedule 4.6 - Clause 26 Part-time Employment - Award*.

#### Working additional part time hours

If you are a part time employee, you may be asked to work additional ordinary hours by agreement. If this occurs (within the ordinary spread of hours for your position) you can elect to be paid at your ordinary rate or bank the additional part time hours to be used at a later date. Banked hours will be paid at your ordinary rate.

Additional banked hours should be taken at a mutually agreed time, as soon as possible and within 6 months of accruing the hours. Additional banked hours should be taken before using other accrued leave provisions and the maximum banked hours must not be more than your ordinary weekly hours of work.

If you work outside the spread of hours for your position or in excess of the ordinary hours of the position (35 or 38 hours as per *Clause 22 - What are my hours of work?*) you will be entitled to overtime as set out in *Clause 24 - What will I be paid if I am required overtime?*

Beresfield Community Children's Education Centre (BCCEC) employees can choose to bank additional hours greater than the ordinary weekly hours of work. These hours can be taken at a mutually convenient time, provided that any outstanding accumulation is taken in the Christmas/ New Year holiday period.

## Job Share Employment

This is a form of part time employment where more than one person shares a role and the hours of work, as per a written agreement. Both job share employees will receive pro-rata pay and conditions in proportion to the ordinary hours worked.

Further information on these arrangements is set out in *Schedule 4.7- Clause 28 Job Share Employment - Award*.

## 21.3 Temporary employment

If a position within the organisation structure is vacant, or the job holder is on approved leave, we may appoint a person to fill the vacant position temporarily. This may be either on a full time or part time basis up to 12 months, or 24 months in the case of a period of Parental Leave.

## 21.4 Term contracts

In certain circumstances we need to employ people for a specified period of time. You will only be employed on a term contract in the following situations:

For a specific task or project that has a definable work activity; or

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To perform an externally funded role where the length of the employment depends on the length of the funding; or

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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; or

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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; or

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To undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution; or

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To trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area; or

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To perform the duties associated with a vacant position during the intervening period between making a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the role of the vacant position and the date that the changes are implemented; or

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To accommodate time limitations imposed by law or sought by the employee (e.g. Visa restrictions); or

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To perform seasonal work.

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To ensure there is visibility of the use of term contracts, a regular monitoring process will be resolved between the parties, including scope to include the City of Newcastle Consultative Committee.

## 21.5 Seasonal Lifeguards

You will be engaged on a term contract.

On initial appointment to a Seasonal Lifeguard position, an employee will progress as follows:

Completion of Year 1 (full Season) – Probationary Seasonal Lifeguard

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Completion of Year 2 (full Season) – Probationary Seasonal Lifeguard

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Offer for Year 3 (full Season) – Seasonal Lifeguard

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Prior to the commencement of Years 1 and 2, you will be required to participate in the full recruitment process and may be offered employment based on the merit of your application.

Only employees engaged on term contracts for a minimum 30-week duration are covered by this subclause.

### Ongoing seasonal employment

Subject to the availability of positions and demonstrated competency, on completion of year 2 you will be offered a third consecutive season on a term contract. A further term contract may not be offered in the case of poor performance, or in the case of a reduction in required staffing levels.

If you receive a term contract for a third consecutive season you will not be required to participate in future recruitment processes provided you work every consecutive year.

If you do not work consecutive years you will be required to complete years 1 and 2 again in order to become eligible for ongoing seasonal employment.

At the completion of each year of service, you must advise us of your intention to return for the following season, followed by your further confirmation 3 months before the start of the season.

Eligibility for continued fixed term employment depends on you achieving and maintaining the required role competencies as determined by the City of Newcastle and reviewed from time to time.

### Leave

All unused Annual Leave, rostered days off and time in lieu will be paid to you at the end of each season.

If you have completed 3 continuous seasons and are deemed a Seasonal Lifeguard, your accrued Personal Leave balance (starting with accrued Personal Leave from Year 3 - full Season), will be rolled over each season to a maximum of 12 weeks, subject to the provisions outlined in the ongoing seasonal employment section in this subclause.

## 21.6 Labour Hire

An employee of a labour hire business will not replace an employee of City of Newcastle on a permanent basis unless it is agreed with the relevant Union in writing. This subclause does not apply to the employment of apprentices and/or trainees by a group training business.

To ensure there is visibility of the use of labour hire, a regular monitoring process is in place with the City of Newcastle Consultative Committee.

## 21.7 Casual Employment

### The Basics

Casual employees are engaged to provide flexibility to meet fluctuating organisational needs. As a casual you can be engaged on a day-to-day basis. You will be paid the applicable Ordinary Time Rate of Pay for your Salary Point and Step plus the casual loading for ordinary hours worked.

### Casual loading

As a casual, you will be paid a 25% loading on your Ordinary Time Rate of Pay. This loading will be paid in lieu of all leave (including Annual Leave, Long Service Leave and Personal Leave) and severance pay. Casual loading is not paid on overtime or penalties.

### Minimum and maximum ordinary work hours

We will guarantee you at least 2 continuous hours on any day you attend for work.

If you are an EETH employee, you are guaranteed 4 continuous hours (or payment in lieu) on any day you attend for work.

You may work up to 35 or 38 ordinary hours per week depending on your position as set out in *Clause 22 - What are my hours of work?* If you work more than those ordinary hours per week you will then be paid overtime for all additional hours. You will not be asked to work more than 12 hours in one day. If you work outside your applicable spread of hours in Clause 22, you will be paid the relevant shift penalty which is calculated on your Ordinary Time Rate of Pay or applicable allowance.

If you work on a Saturday or Sunday, you will receive the appropriate weekend shift penalty applicable to your position. The weekend shift penalty is calculated on your Ordinary Time Rate of Pay, not the casual loaded rate.

If you are casual, you will not be offered to work overtime in a position held by a permanent employee if such employee is available to work that overtime.

### Casual employees engaged on a regular basis

If you are engaged on a regular and systematic basis, you will have access to annual assessment under the Salary System.

We will not replace a permanent employee with a casual on a permanent basis.

If you are working as a casual on a regular and systematic basis you may request us to review the nature of your engagement. A review shall examine whether or not the position is more appropriately filled by a permanent employee. In undertaking this review, we shall have regard to the following matters:

- the average amount of hours the employee has performed in the preceding 12 months;
- the systematic nature of the roster and the employee participation in the roster over the preceding 12 months;
- the genuine operational reasons that align with the nature of the role;
- the service requirements of the position;
- the seasonal nature of the role;
- if the position is contingent upon external funding; and
- any other relevant matter, including conversion of employment (casual to permanent).

If the review results in the position being determined to be a permanent position, you have the option to be converted into the permanent position. Such a position may be part time or full time. You will not receive the casual loading after conversion but would be entitled to the terms and conditions applied to part time or full-time employment.

If you are appointed to a permanent position your service as a casual will be counted as service for the purpose of calculating Long Service Leave if it is continuous with your appointment to the permanent position. In calculating the Long Service Leave entitlement, there will be a deduction of the Long Service Leave accrued whilst you were employed as a casual see *Schedule 4.9 Clause 22 Long Service Leave*.

## 21.8 Apprentices, Junior and Trainee Employment

An apprenticeship or indentured traineeship may be established under the Apprenticeship and Traineeship Act 2001. We can also engage a non-indentured trainee to pursue a relevant course of external study while working for us.

As an apprentice or trainee, you may perform any duties that provide relevant experience in any appropriate aspect of the City of Newcastle's activities.

As an apprentice or trainee under 18 years of age, you will not be required to work overtime or shift work unless you wish to.

There is no guarantee of continued employment on completion of an apprenticeship or traineeship; however, the skills you gain throughout your time at the City of Newcastle will ensure you are provided with the best chance possible when applying for any full time job vacancies.

For apprentice and trainee rates of pay refer to *Schedule 3 table 2, Trainees and Apprentices Pay*.

## 21.9 Can I have multiple positions within the organisation?

If you are employed in multiple positions with us, the additional position/ s may be regarded as separate and distinct employment engagements from the original offer of employment, provided that:

The positions involve different duties or are in different work function areas; and

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You have agreed to the employment in the second position; and

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When assessing multiple employment applications, Clause 22 should be considered in conjunction with Clause 36 Fatigue and Rostering and Multiple Employment.

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## 21.10 Recruitment and Promotion

New or vacant positions within the organisational structure at City of Newcastle will be advertised in a manner to attract suitably qualified people including those with diverse backgrounds, perspectives and experiences to apply for the position. This may include advertising the position internally prior to any external advertisement where it can be determined that a sufficient pool of suitably qualified employees could apply. This applies to any appointment within the organisational structure where the term of employment is for more than 12 months in any period of 2 years.

When the decision is being made to appoint a person to a position:

Only a person who has applied for the position may be selected; and

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The eligible applicant who has the greatest merit will be appointed.

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Merit based appointment will take into account:

The nature of the duties and skill requirements of the position; and

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The abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.

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If you are an internal unsuccessful applicant you may:

Request in writing the reason(s) why you were not appointed, and on such request, we will provide the reason(s) in writing; and

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Request a review of your individual education and training needs.

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If you are a veteran of the Australian Defence Force and you are an unsuccessful applicant, we will provide you with feedback if you request it.

## 21.11 Lateral Transfer

We may agree with you to be appointed to another suitable vacant position within the organisation structure by way of lateral transfer. For example, if you suffer some temporary or permanent incapacity.

## 21.12 Probation

All new permanent and temporary employees are required to satisfactorily complete a 3- month probationary period. A longer period (up to 6 months) may be set out in your offer of employment, depending on the nature and circumstances of your employment.

You will be given feedback about your performance throughout the probationary period. A probationary period may be extended for a further 3 months (up to a maximum of 6 months) where performance concerns exist and/ or further time is required to determine suitability. Your probationary period may only be extended if specified in your offer of employment. You will be notified in writing of the extension of your probationary period, including reasons.

## 22. What are my hours of work?

### 22.1 Ordinary Hours - 35 hours per week

The ordinary hours of work if you are engaged in the following functions will be 35 hours per week.

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#### **Functions - 35 Hours per week**

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Management / Administration / Clerical / Finance

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Professional: Engineering / Architecture / Surveying / Landscape Architecture / Strategic / Environmental / Health / Building / Planning

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Technical Services (including Engineering Technical / IT / Printing)

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Library

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Art Gallery/ Community Services / Museum

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Entertainment, Events, Theatres and Hospitality (Ticketing)

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**UNLESS OTHERWISE AGREED THE ARRANGEMENT OF HOURS WILL BE ONE OF THE FOLLOWING:**

35 hours within 1 week provided that at least 2 days off will be granted

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70 hours within 2 weeks provided that at least 4 days off will be granted

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105 hours within 3 weeks provided that at least 6 days off will be granted

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140 hours within 4 weeks provided that at least 8 days off will be granted

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## **22.2 Ordinary Hours - 38 hours per week**

The ordinary hours of work for all other functions will be 38 hours per week.

**UNLESS OTHERWISE AGREED THE ARRANGEMENT OF HOURS WILL BE ONE OF THE FOLLOWING:**

38 hours within 1 week provided that at least 2 days off will be granted

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76 hours within 2 weeks provided that at least 4 days off will be granted

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114 hours within 3 weeks provided that at least 6 days off will be granted

---

152 hours within 4 weeks provided that at least 8 days off will be granted

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## **22.3 Arrangement of Ordinary Hours**

Ordinary daily hours of work will be no more than 12 hours.

Ordinary hours will be arranged between 5.30am and 6.30pm except as otherwise provided.

The ordinary hours for all employees will be Monday to Sunday, unless otherwise provided. All hours existing at the commencement of this Agreement will continue to remain in force except where altered in accordance with this clause.

**THE ORDINARY HOURS IF YOU ARE ENGAGED IN THE FOLLOWING FUNCTIONS WILL BE MONDAY TO FRIDAY:**

Administration

---

Engineering (Professional and Trainees)

---

Health Surveyors

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Building Surveyors

---

Finance Supply Services

---

Road Construction and Road Maintenance excluding grant funded work

---

Trade Functions excluding Mechanical Trades

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Town Planning

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Cleaners

---

Street Cleaning

---

Motor Vehicle Drivers, Street Sweeping and/ or Flushing

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Waste Collections Team, including Team Leader

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**THE ORDINARY HOURS IF YOU ARE ENGAGED IN THE FOLLOWING FUNCTIONS WILL BE MONDAY TO SATURDAY:**

Commissionaires

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Library employees

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Parking Technician employees

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## 22.4 Ordinary Hours of Work by Work Area

The arrangement of ordinary hours if you are engaged in the following functions/ work areas are set out below.

Work Area	Ordinary hours/ Arrangements
Parking Officers * Rangers *	76 hours per fortnight, rostered in shifts of no more than 76 hours per day, Monday to Sunday, including public holidays
Beach Inspectors*	38 hours per week, rostered in 5 shifts, Monday to Sunday
Pool*	76 hours per fortnight, to be worked as rostered, Monday to Sunday, including Public Holidays
Cleaners*	38 hours per week, between 4.00am and 7.00pm, Monday to Friday
Commissionaires*	38 hours per week, rostered in shifts of no more than 76 hours per day, Monday to Saturday
Entertainment, Events, Theatres and Hospitality employees (except Food and Beverage staff and Ticketing)	38 hours per week, between 7.00am and 12 midnight, Monday to Sunday
Entertainment, Events, Theatres and Hospitality employees (Food and Beverage staff)	38 hours per week, between 6.00am and 12 midnight, Monday to Sunday
Street Cleaning *	38 hours per week, rostered in shifts of no more than 76 hours per day between 4.30am and 5.00pm, Monday to Friday
Library *	35 hours per week, on a regular roster, in straight shifts not exceeding 8 consecutive hours, inclusive of a 1 hour unpaid meal break  The spread of hours will be: <ul style="list-style-type: none"> <li>Between 8.00am and 9.00pm, Monday to Friday</li> <li>Between 8.00am and 5.00pm Saturday</li> </ul>
Motor Vehicle Drivers, Street Sweeping and/ or Flushing *	38 hours per week, between 11.00pm and 8.00am, Monday to Friday.  If working these ordinary hours, employees are entitled to the 2 or 3 shift allowance
Parking Technician Employees *	38 hours per week, rostered in shifts of no more than 76 hours per day, Monday to Saturday  <b>Spread of hours (excluding shift work)</b> <ul style="list-style-type: none"> <li>Between 6.30am and 8.30pm, Monday to Friday</li> <li>Between 6.30am and 1.30pm, Saturday</li> </ul> <b>Spread of hours for shift work</b> <ul style="list-style-type: none"> <li>Between 6.30am, Monday to Saturday and extending to 1.30am the following morning</li> </ul>
Seasonal Lifeguards	38 hours per week, Monday to Sunday, including public holidays

Waste Collections Team Leader	<p>38 ordinary hours per week, rostered in shifts of 7.6 hours per day, Monday to Friday</p> <p>The spread of ordinary hours will be:</p> <ul style="list-style-type: none"> <li>4.30am – 4.30pm</li> </ul>
Waste Collections Team	<p>38 ordinary hours per week, rostered in shifts of 7.6 hours per day, Monday to Friday</p> <p>The spread of ordinary hours will be:</p> <ul style="list-style-type: none"> <li>Motor Vehicle Driver (Rear Load and Side Load) 5.00am – 1.30pm</li> <li>Motor Vehicle Driver – Support 5.00am – 1.30pm</li> <li>Offsider – Support Vehicle 5.00am – 1.30pm</li> <li>Relief Motor Vehicle Driver – Offsider 5.00am – 1.30pm</li> <li>General Hand (Morning) 4.30am – 1.00pm</li> <li>General Hand, Wash Bay Attendant (Afternoon) 12.30pm – 9.00pm</li> </ul> <p>Waste Collection motor vehicles are not permitted to leave the Depot prior to 05:10am.</p> <p>It is agreed that variations to the departure times may be required, with approval from the Service Unit Manager, due to operational requirements, Management direction and occupational health and safety requirements.</p> <p>If you work in the Waste Collections Team you will be given the first opportunity for additional overtime. Overtime will be allocated in accordance with the Waste Collections Overtime Schedule.</p>

\* These hours of work recognise *Schedule 2 of the City of Newcastle Enterprise Agreement 2010* which recognise *Appendix A and B of the former Newcastle City Council Award 2006*.

## Changes to start and/ or finish times

Your start and/ or finishing times may be altered with reasonable notice where there are genuine operational, or safety reasons and these reasons are made known to employees by consultation prior to the change. Unless otherwise agreed, at least 2 weeks prior to the proposed alteration, we will provide the reasons in writing. At least 1 week prior to the proposed alteration an employee may provide reasons in writing if they do not agree. In the event of a dispute see *Clause 50 - What is the process for dealing with grievances or disputes?*

The arrangements in this section only apply to changes to the start and/ or finishing times and do not apply to changes in the days that you are required to work.

Reasonable notice will be determined having regard to:

Your personal circumstances including any family and carer responsibilities; and

The needs of the workplace, including any genuine operational or safety reasons.

## Employee request to work outside the span of hours

An employee may request to work ordinary hours outside the span of 5:30am and 6:30pm or any of the other spans detailed in this subclause in lieu of the ordinary hours the employee would otherwise be rostered to work.

An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;

The employer will not unreasonably withhold agreement to such a request;

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Any such agreement shall not apply to new or vacant positions; and

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Where an employee requests to work ordinary hours outside the relevant span of hours the employer shall not be required to pay a shift penalty for the actual time worked.

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## 22.5 Saturday and Sunday Work

When City of Newcastle commences introducing ordinary hours on Saturday and/ or Sunday to new areas of work, or to alter existing arrangements of hours, we will prepare a business case for consultation with the relevant employees and Unions which will recognise our family friendly working commitments.

No employee who is employed at the commencement of this Agreement will be compelled to work ordinary hours on Saturday and/ or Sunday except as otherwise provided in *Clause 22 - What are my hours of work?* These arrangements are by agreement or as a result of an employee initiated lateral transfer, demotion at Management initiative or appointment to a position outside the employee's career progression.

Where you are not participating in a weekend work arrangement, City of Newcastle may transfer you to a position of comparable skills and accountability levels in another work area or section, and/ or provide the opportunity to other employees to perform the weekend work, on a 'mix and match' basis.

You may request to work ordinary hours on a Saturday and/ or Sunday in lieu of the ordinary hours you would otherwise be rostered to work.

Your request must be in writing and must outline a period within which the arrangement is to be reviewed:

We will not unreasonably withhold agreement to such a request; and

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Any such agreement will not apply to a new or vacant position.

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If you request to work ordinary hours on a Saturday and/ or Sunday under this subclause, we will not be required to pay the penalty rate provided in *Subclause 22.6 – Penalty Rates*.

## 22.6 Penalty rates

An employee required to work ordinary hours on a Saturday, Sunday or public holiday will be paid a penalty in addition to your ordinary rate as follows:

Saturday - a penalty rate of 50% of the ordinary hourly rate for ordinary hours worked;

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Sunday - a penalty rate of 100% of the ordinary hourly rate for ordinary hours worked;

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Public holiday - a penalty rate of 200% of the ordinary hourly rate for ordinary hours worked (public holiday means a shift with the major portion on a public holiday. The penalty will be paid for all ordinary hours on the shift. Where a public holiday includes a part of two successive shifts, the one with the greatest number of hours on the public holiday will be considered the public holiday shift); and

---

Casuals will be paid penalty rates calculated on the ordinary hourly rate exclusive of the casual loading.

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This clause does not apply to Entertainment, Events, Theatres and Hospitality employees - refer to *Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees*.

## 22.7 Work rosters and penalties

If you work on a roster, the roster will provide certainty of days and hours of work to enable you to plan for your personal and work-life balance.

Where a shift roster is changed, you will be entitled to a minimum of 48 hours' notice of such change. Where 48 hours' notice is not provided, you will be paid not less than 125 times the ordinary hourly rate for ordinary hours on any shifts which commence within 48 hours of notification. In these circumstances, if required to work the ordinary hours of 2 consecutive shifts without a break, you will be paid at overtime rates for the second shift.

If you work on a roster, you will be allowed to change roster as agreed with another employee subject to approval from your Manager. No penalties for notice of change of roster will apply in this case.

This clause does not apply to Entertainment, Events, Theatres and Hospitality employees - refer to *Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees*.

## 22.8 Shift workers

Shift workers will work in accordance with a regular roster suitable to the industry. A roster may be departed from in cases of emergency.

Every shift worker will be entitled to at least one Sunday off duty in every 28 days and will be allowed a crib time of 20 minutes on each shift which will be counted as time worked.

Night shift workers and afternoon shift workers will be entitled to a 20% shift penalty, in addition to the Ordinary Time Rate of Pay for the actual time worked outside the span of ordinary hours specified in subclause 22.4.

Night shift workers will be entitled to a penalty rate of 200% of the Ordinary Time Rate of Pay for ordinary hours worked on a night shift, commencing on a Sunday night, for the whole shift. This penalty does not apply to night project work.

If we intend to put in place an afternoon shift or night shift roster, we will consult with you in accordance with Clause 22.11 and such agreement shall be made in accordance with *Schedule 4.11 – Clause 43 Council Agreements*.

## 22.9 Night Project Work

This subclause only applies to you if you are required to move from your normal roster to temporarily performing night work on a project basis for a set timeframe, in lieu of Monday to Friday penalties.

The penalty for hours worked in the span 3.30pm Sunday to 7.00am Friday inclusive, will be paid at 35% of the Ordinary Time Rate of Pay for the time worked.

All types of leave taken by you when working on the project will be paid at the ordinary rate (without penalty rates). You may change to day work with the consent of Management. The actual hours to be worked will be agreed prior to project commencement and may be varied with you by agreement. The composition and method of selection of the project team will be identified and agreed in writing not less than 1 week prior to commencement of the project. Where agreement is not reached, we may require other employees join the project without notice.

## 22.10 Can more than one penalty rate apply?

The penalty rates in this clause are not cumulative. If more than one rate applies, only the highest rate will be paid.

## 22.11 Can we change hours of work and penalties?

City of Newcastle and the Unions may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

If we seek to implement an alternate spread of hours (for example, a permanent afternoon shift), we will consult directly with any affected employees and your Union. We will also refer the proposal to alter the spread of ordinary hours to the Consultative Committee prior to advertising the new or vacant position(s).

Following the consultation process and provided we are satisfied that there are suitably qualified employees, we may call for expressions of interest from those suitable employees for transfer into the new or vacant position(s) or we may laterally transfer the suitable employees to the new or vacant position(s) created by the changes to the spread of hours.

Employees whose ordinary hours of work are from Monday to Friday, shall not be compelled to agree to a new roster that includes working ordinary hours on Saturdays or Sundays.

## 23. What breaks am I entitled to?

You are entitled to a 30 minute unpaid meal break in the first 5 hours of continuous work.

You are entitled to a 20 minute paid meal break on overtime shifts.

If you are required to breast feed (including expressing), we will make arrangements to accommodate your needs with appropriate paid breaks.

If you work on a public holiday which falls on a day that you would not ordinarily work, you are entitled to a 20 minute paid meal break.

If you are not allowed to commence a meal break at Management direction in the first 5 hours of work, you will be paid overtime rates for time worked beyond 5 hours until given a meal break.

Further provisions for Lifeguards are outlined in *Subclause 232 - Beach Lifeguards*.

Waste Collections Team are exempt from this clause, specific provisions are outlined for those employees in *Subclause 23.1– Waste Collections Team*.

### 23.1 Waste Collections Team

This subclause will apply unless it contradicts with any legislative requirements such as the Heavy Vehicle National Law (NSW). You must take your meal break in accordance with this subclause unless you have approval from Waste Collections Management for other arrangements.

You are entitled to a 30 minute unpaid meal break in the first 5 hours of continuous work.

### 23.2 Beach Lifeguards

In the case of emergencies and/or rescues, the meal break may be delayed and will be taken as soon as possible, subject to the observance of appropriate occupational health and safety standards. In this instance, no overtime will be payable for the period until the delayed meal break.

If required, the taking of meal breaks will be staggered across the workday to allow continuous operation of the Lifeguard duties.

## 24. What will I be paid if I am required to work overtime?

Any overtime you work must be approved by your Manager in advance. Only in exceptional circumstances and at Management's discretion is overtime approved retrospectively.

We will keep a record of all overtime worked and will only pay for authorised overtime.

OVERTIME WORKED	OVERTIME PAYMENT RATE
<b>Weekday overtime</b>	
First 2 hours	Time and a half
After first 2 hours	Double time
<b>Weekend Overtime</b>	
Saturday prior to midday - first 2 hours	Time and a half
Saturday prior to midday - after first 2 hours	Double time
Saturday after midday	Double time
Sunday	Double time

Overtime worked on one day whether in broken periods or otherwise will be regarded as cumulative and will be calculated as such.

For the purposes of calculating overtime, each day will stand alone.

### 24.2 Time in lieu for overtime hours worked

If you are required to work overtime, you can elect to take time in lieu equivalent to the actual hours worked instead of overtime pay.

Where time in lieu instead of overtime has been agreed:

The time in lieu is to be taken at a mutually agreed time and ideally as soon as possible after the time has been worked;

The maximum accrual will be equal to your weekly ordinary hours. If you start to approach your weekly ordinary hours limit, Management may agree for a greater accrual between you or a group of employees and Management.

Your Manager will advise you when you are approaching the maximum accrual and you will need to reach agreement to reduce the accrual.

If agreement cannot be reached, you may be directed to take the time in lieu accrual at a time convenient to the operation. A direction to take time in lieu will only be given in circumstances where:

You have in excess of 1 weeks' time in lieu (based on your ordinary hours); or

We have a period of shut down of up to 2 weeks, and you do not have enough leave to cover the closure.

If you have not been released to take the time in lieu and you have in excess of 1 weeks' time in lieu (based on your ordinary hours) within any 6 month period you will be paid the overtime at the appropriate rates unless otherwise agreed.

If you leave us you will be paid out the time accrued at the overtime rate.



### 24.3 Breaks between shifts when overtime is worked

If you are required to work overtime, you are entitled to at least 10 consecutive hours off duty between the completion of overtime and the commencement of ordinary hours without loss of pay.

If you are instructed to resume work without having had 10 consecutive hours off duty, you will be paid at double time until released from duty and then will be entitled to a 10 hour break without loss of pay. This will not apply if you are on a call back or remote response and you are not required to work for 4 hours or more.

### 24.4 Reasonable overtime

You may decline to work overtime in circumstances where working overtime results in you working unreasonable hours. Reasonable overtime will be determined having regard to:

Any risk to you;

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Your personal circumstances including any family and carer responsibilities;

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The needs of the workplace;

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The notice, if any, given by us of the overtime and the notice given by you of your intention to refuse it; and

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Any other matter.

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### 24.5 Excess hours agreements

The conditions around excess hours arrangements are set out in *Schedule 4.8 - Clause 20 - Overtime - (B) Excess Hours Agreements - Award*.

### 24.6 Payment for call back

A call back is when you are required to work overtime after leaving the place of employment, regardless of whether you were notified prior to cessation of normal duties.

If you are on call back you are paid for a minimum of 4 hours at the appropriate overtime rate or time in lieu provided that any subsequent call backs occurring within the 4 hour period of a call back will not attract any additional payment. You will not be required to work the 4 hours if the job that you were recalled to perform is completed sooner.

Call back will not be paid where:

It is customary for you to return to work to perform a specific job(s) outside your ordinary hours;

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Overtime is continuous with the completion or commencement of ordinary hours; or

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You are paid On Call Allowance.

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If you are on a call back, you will be paid for fares actually incurred or Private Vehicle Allowance and travelling time from your home to the work and return.

If you are on a call back, you are entitled to delay the start of the following day's work without loss of pay for the same period worked on a call back between 11.30pm and 5.00am.

### 24.7 Remote response

Remote response applies if you receive On Call Allowance and are available to immediately:

respond to phone calls or messages;

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provide advice ('phone fixes');

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arrange call out/ rosters of other employees; and

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remotely monitor and/ or address issues by remote telephone and/ or computer access.

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In this instance you will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where you are recalled to work. If you are recalled to work, you will be paid at overtime rates for the time from when you leave for work until the time you return from work.

If you are remotely responding, you will be required to submit a daily time sheet of time taken in dealing with each matter remotely commencing from the first remote response. The total overtime paid from the first response will be rounded up to the nearest 15 minutes.

If agreed, we may make an average payment equivalent to an agreed period of time per week where you are regularly required to remotely respond.

## 25. Which days are public holidays?

### THE FOLLOWING DAYS ARE PUBLIC HOLIDAYS:

New Year's Day	Australia Day	Good Friday	Easter Saturday
Easter Sunday	Easter Monday	Anzac Day	King's Birthday
Labour Day	Christmas Day	Boxing Day	

All days proclaimed as holidays within the City of Newcastle Local Government Area;

All special days proclaimed as a public holiday in NSW; and

Any agreed substitute day in accordance with Clause 25.5.

### 25.1 Payment if a public holiday falls on a day you would ordinarily work

If you are not required to work, you will be paid your ordinary hours that you would otherwise have worked.

If you are required to work, you will be paid your ordinary rate for the ordinary hours you would otherwise have worked, and in addition, double time for ordinary hours actually worked.

### 25.2 Payment if you are required to work on a public holiday that falls on a day you would not ordinarily work

You will be paid at double time and a half for the hours worked with a minimum payment of 4 hours pay.

Where you work on a fixed roster cycle (e.g. 9 day fortnight, 19 day month), and a public holiday falls on your scheduled roster day off, the roster day off will be moved to another day.

### 25.3 Public holiday payment for shift workers and 7 day rotating roster employees

If you are considered a shift worker or 7 day rotating roster employee and a public holiday occurs on a roster cycle day where you are rostered off, you will be entitled to payment at your ordinary rate.

Alternatively, you can choose to receive equivalent time off to be taken in conjunction with other leave.

### 25.4 Casual employees who work on a public holiday

If you are employed as a casual employee and you are required to work on a public holiday you will be paid 3 times your ordinary rate for all time worked. This will exclude your casual loading.

Clause 25.4 does not apply to Entertainment, Events, Theatres and Hospitality employees - refer to *Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees*.

## 25.5 Substitute Public Holiday

An employee may request to substitute a Public Holiday prescribed in this Clause with an alternative day for cultural or religious reasons.

## 26. Am I entitled to Picnic Day?

### 26.1 Picnic Day Arrangements

Picnic Day is a day when all City of Newcastle employees and their families have the opportunity to come together for a picnic event. It is not a public or concessional holiday, so the rest of the community will be working and expecting essential and other services to operate.

Picnic Day will be held on a day agreed between City of Newcastle and the Consultative Committee. If Picnic Day does not proceed as agreed, the designated day is a normal workday. Alternative arrangements may be subsequently agreed with the Consultative Committee.

### 26.2 Eligibility for Picnic Day

To be eligible to have Picnic Day, you must have purchased a Picnic Day Ticket (either through payroll deductions or from the Picnic Committee), provided that:

The ticket was purchased at least 1 month before the Picnic Day; and

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The ticket was not purchased after you have agreed to work.

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If you do not purchase a picnic ticket, then you will be required to work the day as a normal day.

### 26.3 Working on Picnic Day

If you have purchased a Picnic Day ticket and we need you to work, you will be:

Paid for the day at your ordinary rate for hours you would normally work; and

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Reimbursed the cost of the picnic day ticket; and

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Entitled to a day off at a later, mutually agreed time; and

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If Picnic Day event does not proceed, the designated day is a normal work day.

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If we require you to work, we will notify you at least 1 week prior to Picnic Day. We will try to keep the number of employees who are required to work at a minimum.

If you are required to work overtime on Picnic Day, the time worked will be normal overtime.

## 27. Am I entitled to Show Day?

Show Day will be regarded as a holiday and will be observed on the Friday of Show Week. The Unions may apply to City of Newcastle for another day being taken in lieu, provided that the Newcastle Show remains a current event.

## 27.1 What essential services are provided on Show Day?

**THE EMPLOYEES TRADITIONALLY PROVIDING ESSENTIAL SERVICES ON SHOW DAY ARE AS FOLLOWS:**

Waste Collection and Summerhill Site employees

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Parking Technician employees

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Convenience Cleaners

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Beach Inspectors and Cleaners

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Parking Officers

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Museum, Art Gallery and Visitor Centre employees

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Inland Pool Attendants

---

Municipal Buildings Cleaning employees

---

Workshop employees

---

Street Cleaning employees

---

Blackbutt Reserve employees

---

Beresfield Childcare employees

---

Environmental Health Officers

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Rangers

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Entertainment, Events, Theatres and Hospitality employees including who are required to perform work

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Commissionaires

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If you are a permanent or temporary/ term contract employee required to provide an essential service on Show Day, you will be entitled to the penalty rates as set out in *Subclause 22.6 - Penalty Rates*. Casual employees are entitled to payment at double time.

By agreement, you may be engaged on Show Day to provide services additional to the essential services referred to in this subclause. If you are engaged, you will be entitled to payment at your ordinary rate for the day plus a day off in lieu.

We will reach agreement at least 1 week prior to Show Day each year in regard to the requirement for employees to work and the terms and conditions for such work.

## 28. Am I entitled to the half day before Christmas?

In recognition of the previous Lord Mayoral Grant Day, permanent or temporary/ term contract employees at work on the working day immediately prior to Christmas (or another designated day corresponding to the Christmas shutdown) are entitled to half a day's leave.

After having completed your half day, you will be allowed to cease work, without deduction of pay.

### **If you don't work on the day prior to Christmas**

If you are absent from work on the day, you will not qualify for the half day leave. The half day leave cannot be transferred to another day.

### **If you are required to work more than half a day**

If you work more than half a day, you will receive time in lieu at your ordinary rate for whatever additional hours you are required to work.

## 29. Am I entitled to Bank Holiday?

Bank Holiday will be regarded as a holiday and will be observed on an agreed day during the Christmas/ New Year period.

If you agree to work on Bank Holiday, you will be entitled to payment at your Ordinary Pay for the day plus a day in lieu or you can elect to be paid at double time. Casual employees are entitled to payment at double time.

The only exception to this provision is Parking Technician employees where an entitlement to penalty rates continues to exist. This entitlement arises due to the fact that this section of employees covered by the previous Municipal Employees Newcastle (Salaried Division) award were entitled to penalty rates prior to Bank Holiday being transferred to the Christmas/ New Year period.

We will reach agreement at least 1 week prior to Bank Holiday each year in regard to the requirement for employees to work and the terms and conditions for such work.

## 30. What is the Christmas shutdown period?

We will let you know in advance what the period of shut down over Christmas will be so that you can plan your leave arrangements. You must take leave on the shutdown days that you would ordinarily work, except if they are listed as holidays in *Clause 25 - Which days are Public Holidays?* or *Clause 29 - Am I entitled to Bank Holiday?*

If you are required to provide an essential service over the shutdown period, you will be entitled to penalty rates under *Subclause 22.6 - Penalty rates.*

# Section 4:

## Flexible Work Arrangements

# Quick Look

We recognise the importance of effectively balancing the achievement of organisation objectives and providing flexible work arrangements to assist employees in managing their work- life balance. These conditions play an essential part in attracting and retaining a high performing workforce to deliver and support our Strategic Plan.

This section sets out a range of flexible work arrangements to assist you to manage your- life balance.

## 31. What flexible work arrangements are available?

We offer flexibility through a range of options that may include flexible work arrangements or leave options (found in the leave section of this agreement). Some of the flexibility and leave options include:

- (a) 9 day fortnight;
- (b) 19 day month;
- (c) Flexi- time arrangements;
- (d) 4 day week;
- (e) Time in lieu;
- (f) Paid or unpaid leave;
- (g) Part- time work and job share arrangements;
- (h) Purchased Additional Annual Leave arrangements;
- (i) Working 4 out of 5 years;
- (j) Working from home arrangements; and
- (k) Any other operationally agreed combination.

### 31.1 Flexibility Agreement

To enter into a flexibility agreement you need to tell us in writing the details of the changes you are seeking and the reason for the change.

When we receive your request we will meet with you to discuss your proposal, and give it consideration which may also include trial arrangements.

We are committed to supporting flexible work arrangements and other than the most extraordinary circumstances, the only reasons we would be unable to meet your request would be:

If the analysis or trial arrangements to meet the request proves to be cost prohibitive;

Where there is no capacity to change the existing arrangements of other employees who will be adversely affected by the proposal;

Where the proposal creates unacceptable inefficiencies and lost productivity; and

Where there is an unsustainable adverse impact on customer service.

If we are unable to grant your request, we will meet with you to consider alternative arrangements and genuinely try to reach an agreement. We will provide you with the opportunity to consider and further discuss alternative arrangements that we may not have already considered.

If we are unable to reach agreement we will then provide a comprehensive explanation in writing of the reasons why we cannot grant your request. This will include details of any changes in working arrangements that were agreed, or if no change is agreed, any alternative arrangements we can offer you. This will be signed off by your Director.

Generally, flexibility agreements will be put in place for an agreed period of time and reviewed to ensure that they continue to effectively balance organisation objectives and the employee's work-life balance.

Any individual agreement we make will be in writing and may be varied from time to time by agreement to suit yours or our needs.

### **31.2 What roster cycles are available?**

- (a) 9 day fortnight roster cycle;
- (b) 19 day month roster cycle; or
- (c) A flexi time system over a 4 week cycle.
- (d) Work under a flexible arrangement will be no less than 2 hours and no more than 12 hours per day.

### **31.3 Team Arrangements**

Where a majority of employees seek to introduce flexible work arrangements to suit the team's work-life balance and the operational needs of the organisation, we will endeavour to implement the flexibility wherever practical.

By negotiation and agreement with the Manager, depending on the nature and extent of work and seasonal demands, teams may vary start and finish times on a work-group by work-group basis.

Any changes to the standard day and ordinary hours will be considered through consultation and consent at a team level. Appropriate consideration will be given to the operational needs of the organisation and the need to ensure there is minimal cost, levels of service are not adversely affected and the change is balanced with personal and family considerations.

### **31.4 Beresfield Community Children's Education Centre**

If you are an employee of Beresfield Community Children's Education Centre (BCCEC) you may accumulate rostered days off (RDO) dependent on operational requirements.

Accumulated RDO's may be taken at a mutually convenient time, provided that any outstanding accumulation is taken in the Christmas/ New Year vacation period. The Director of the centre is responsible for managing accumulated RDO's.

### **31.5 9 day fortnight**

A 9 day fortnight means that you work your ordinary fortnightly hours (70 or 76 hours) over 9 days and have 1 rostered day off (RDO) each fortnight. This means you will work additional time each day to build up the time to take an RDO.

If your ordinary weekly hours are 35, the standard day (excluding your unpaid meal break) will be:

- 7 hours and 47 minutes, worked over a 9 day fortnight.

If your ordinary weekly hours are 38, the standard day (excluding your unpaid meal break) will be:

- 8 hours and 26 minutes per day, worked over a 9 day fortnight.



### **31.6 19 day month**

A 19 day month means that you work your ordinary hours for the 4 week period (140 or 152 hours) over 19 days and have 1 rostered day (RDO) off each 4 weeks. This means you will work additional time each day to build up the time to take an RDO.

If your ordinary weekly hours are 35, the standard day (excluding your unpaid meal break) will be:

- 7 hours and 25 minutes per day, worked over 19 days.

If your ordinary weekly hours are 38, the standard day (excluding your unpaid meal break) will be:

- 8 hours and 3 minutes per day, worked over 19 days.

### **31.7 Flexi-time arrangement - 4 week cycle**

A flexi-time arrangement means you can vary your working hours so they fluctuate each day or week over a 4 week cycle. Due to the flexible nature of these arrangements, each arrangement may vary on a case by case basis and is subject to the terms of a written flexibility agreement.

### **31.8 4 Day week**

A four day week means that you work your ordinary weekly hours (35 or 38) over 4 days each week. (Not necessarily consecutive).

# Section 5:

## My Leave Entitlements

# Quick Look

This section covers your leave entitlements and benefits including paid and unpaid leave.

This section also covers other leave options available including the Personal Leave Sharing Scheme, Purchasing Additional Annual Leave and Working 4 out of 5 Years.

## 32. What paid leave is available?

### 32.1 Annual Leave

#### The Basics

You will accrue 4 weeks Annual Leave per year of service which will accrue each pay cycle and will be displayed in hours on your pay slip.

Part time employees will accrue Annual Leave on a pro-rata basis. Casual employees are not entitled to Annual Leave.

For special transitional provisions for Entertainment, Events, Theatres and Hospitality employees regarding annual leave, refer to *Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees*.

#### Payment for Annual Leave

Payment for your whole period of approved leave can be made on request and will be paid on the nearest pay day prior to you commencing leave. Alternatively, you will be paid on normal pay day/ s. Payment will be at your Ordinary Pay (this includes allowances considered part of Ordinary Pay).

If you cancel your leave appropriate adjustments will be made to your leave balance and payment.

If you leave us, you will be paid any accrued Annual Leave not yet taken at your Ordinary Pay.

#### Taking Annual Leave

Annual Leave can be taken as agreed between you and your Manager and must be for a minimum of 1 day. You can take Annual Leave as you accrue it. Ideally you should take your Annual Leave within 12 months of accrual.

If your Annual Leave balance exceeds 8 weeks, you must make arrangements in consultation with your Manager to reduce the balance. If after consultation there is no agreed arrangement to reduce the balance, we may direct you to take Annual Leave at a time convenient to us.

## Annual Leave loading

You will get a leave loading payment in November each year, not when you take Annual Leave.

If you have been employed for at least 1 full year you will be paid 175% of 4 weeks of your Ordinary Time Rate of Pay, as at 31 October (excluding other allowances, penalty rates, overtime or other payments).

As at 31 October, if you have less than 1 years' service, a pro-rata payment of the entitlement will be made to you based on the number of completed weeks of service up until 31 October.

If you leave us for any reason other than misconduct, you will be paid a loading of 175% of the Ordinary Time Rate of Pay for completed months of service since 31 October.

For special transitional provisions for Entertainment, Events, Theatres and Hospitality employees regarding annual leave loading, refer to *Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees*.

## You are unwell while on Annual Leave

You can have your Annual Leave credited if you are unwell or injured for a continuous period of at least 1 working week and you provide a medical certificate for that period. In this instance, your Personal Leave will be debited accordingly.

## You want to cash out some of your Annual Leave

You may have some of your Annual Leave cashed out if you request it. You can cash an amount of at least one week of your accrual above four weeks and must retain at least four weeks in your accrual.

Periods of annual leave cashed out do not attract accruals for other forms of leave.

When you cash out some of your annual leave you shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions. You will not receive annual leave loading as it is paid in accordance with the provisions above titled "Annual Leave Loading".

If you are acting in a higher position, you will need to have been acting in that higher position for a consecutive period greater than 6 months for the higher rate of pay to be considered. Your Ordinary Pay is calculated as the average rate over a twelve-month period immediately preceding the leave cash out.

## 32.2 Personal Leave

### The Basics

You can take Personal Leave if you cannot attend work because you are unwell or injured, or you are responsible for the care and support for an immediate family member or registered assistance animal who is unwell, injured or affected by an unexpected emergency.

If you are a permanent employee, you will be entitled to 3 weeks Personal Leave at the ordinary rate of pay during each year of service. Part time employees will accrue Personal Leave on a pro-rata basis.

Personal Leave is recorded in hours and time taken is deducted from your accrued balance. Any untaken Personal Leave accrues from year to year.

You may sometimes need to plan appointments with health professionals (e.g. specialist, dentist) during work hours. You can use your Personal Leave for these appointments at a time approved by your Manager.

You can take up to 2 days from your Personal Leave entitlement per year for health and wellbeing activities where you can demonstrate health and wellbeing benefits to the satisfaction of your Manager. This must not result in you having an accumulated Personal Leave balance of less than 2 weeks and must be approved by your Manager.

For special transitional provisions for Entertainment, Events, Theatres and Hospitality employees regarding personal leave, refer to *Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees*.

## **Term contract and casual employees**

If you are a temporary/ term contract employee of less than 12 months duration, you are entitled to 1 week of Personal Leave at your ordinary time hours on commencement and a further 1 week of personal leave after each 4 months of continuous service.

If you are a casual employee and you have to provide care for a family member you are entitled to be unavailable to attend work for up to 48 hours unpaid.

## **Payment for Personal Leave**

You will be paid your Ordinary Pay for Personal Leave, provided you are not covered by workers compensation.

## **Taking Personal Leave**

Personal Leave can be taken in part days. You will not be required to provide evidence for absences except in the circumstances set out below.

You need to give us as much notice of your absence as possible. At a minimum, no later than the normal starting time on the first day of leave (or in exceptional circumstances, as soon as possible). You should notify your Manager of the nature of the absence and how long you expect to be away. If you need to extend your absence you must let us know prior to the commencement of the extension period.

Personal Leave for planned appointments and health and wellbeing activities must be approved in advance by your Manager.

You can have your Annual or Long Service Leave credited if you are unwell or injured for a continuous period of at least 1 working week and you provide a medical certificate for that period. In this instance, your Personal Leave will be debited accordingly.

We may require you to attend a doctor nominated by the City of Newcastle at our cost.

## **Where evidence may be required**

There are some circumstances in which we may ask to meet with you regarding the use of personal leave.

The types of occurrences that may lead to us meeting with you would be:

Where you have on more than 2 occasions failed to notify us within a reasonable timeframe of your need to take Personal Leave; or

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Where counselling or a warning about your behaviour has occurred relating to your use of Personal Leave and you continue to engage in this conduct; or

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For any reason where it appears that there may be a pattern of usage.

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Where we consider this necessary, we will meet with you and your Union, to discuss your use of Personal Leave and provide you with an opportunity to respond.

Following a meeting and where deemed necessary by us, you will be required to produce a medical certificate or statutory declaration for any further absence. Failure to provide a medical certificate, statutory declaration, or other form of reasonable evidence to our satisfaction, may result in non-payment of leave and disciplinary action. In such cases the time away from work will be regarded as an unauthorised absence.

## **Public holidays during periods of Personal Leave**

Any public holiday that falls during a period of your Personal Leave will not be deducted from your leave balance.

## **Transfer of Personal Leave (Sick Leave) from another NSW Local Government Council**

If you come to City of Newcastle from another Council where you were covered by the Award and its successors, you can transfer untaken Personal Leave to City of Newcastle up to a maximum of 13 weeks. Personal Leave accumulated since the last anniversary date will be transferred on a pro-rata basis.

Accumulated Personal Leave is only transferable if the period between finishing service with the previous Council and commencement with City of Newcastle does not exceed 3 months. The transferred Personal Leave entitlement must not exceed the maximum amount transferable as set out in the appropriate award at the time of transfer.

Transferred Personal Leave will not be paid out under any circumstances.

## **Permanent Incapacity**

Your retirement or termination date will not be earlier than the date on which your credit of Personal Leave is exhausted, unless by mutual agreement.

## **Cashing out Personal Leave**

You can cash out Personal Leave if you meet all of the following:

You were a permanent employee of ours as at 11 May 1993;

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You have been continuously employed by us since 11 May 1993;

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You have a Personal Leave balance of more than 30 days;

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You make a written application to us; and

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We approve your request.

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Provided you retain a balance of at least 30 days, we will deduct the authorised amount of leave and you will be paid 75% of the leave forgone at your ordinary rate of pay.

Once you have cashed out Personal Leave, you will lose any future entitlement to cashing out Personal Leave.

When you leave us, you will be paid 75% of the retained balance (30 days or a proportion of the 30 days) that remains at the time following the above criteria.

## **32.3 Long Service Leave**

Your Long Service Leave entitlements as well as arrangements around cashing out Long Service Leave and transferring between employers are set out in *Schedule 4.9 - Clause 22 - Leave Provisions - (E) Long Service Leave - Award*.

For the purpose of this Schedule 4.9 "ordinary rate of pay" means "Ordinary Pay".

Additional arrangements for Entertainment, Events, Theatres and Hospitality employees are set out in *Schedule 6 - Entertainment, Events, Theatres and Hospitality Employees*.

## 32.4 Parental Leave

### The Basics

You can access unpaid leave to care for your new arrival in line with the NES (Chapter 2, Part 2-2, Division 5 – ‘Parental leave and related entitlements’ under the Fair Work Act 2009 (Cth) and the Paid Parental Leave Act 2010 (Cth)).

Unpaid leave options include:

Unpaid Parental Leave, including Unpaid Adoption Leave

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Unpaid Special Maternity Leave

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Unpaid No Safe Job Leave

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We also provide additional paid leave benefits to support you before or during a period of Parental Leave.

e. Paid leave options include:

Paid Parental Leave

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Paid Adoption Leave

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Paid Special Maternity Leave

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Paid No Safe Job Leave

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Concurrent Parental Leave

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Parental Leave can include a mixture of Paid and Unpaid Parental Leave, accumulated time in lieu, Annual Leave and Long Service Leave, but cannot exceed 104 weeks in total. Your leave period must be taken in a single unbroken period, with the exception of Concurrent Parental Leave.

### Letting us know

You need to give us written notice if you are intending to take Parental Leave within the following timeframes:

10 weeks prior to leave commencement date – first notice

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4 weeks prior to leave commencement date – second notice

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These notice requirements don't apply to Special Paid Maternity Leave.

### When can my leave start?

If you are pregnant, the period of leave may start up to 6 weeks before the expected date of birth of the child but must not start later than the date of birth of the child.

If your spouse or de facto partner is pregnant, the period of leave may start at any time within 12 months after the date of birth of the child provided that you become the primary care giver.

If you are unwell during your pregnancy, and need to take leave earlier than expected, you may access your Personal Leave. Personal Leave may only be applied up to the commencement of your Parental Leave and a medical certificate may need to be provided.

### Paid Parental Leave (PPL)

If you are eligible for Paid Parental Leave you can choose to receive either 18 weeks Paid Parental Leave (make-up pay) or 9 weeks Paid Parental Leave (non-make-up pay).

## **Eligibility**

You are eligible for Paid Parental Leave if:

You have or will have responsibility to be the primary carer of the child; and

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You are a full time or part time employee and you have completed at least 12 months continuous service with us immediately prior to the commencement of Paid Parental Leave or Paid Special Maternity Leave; or

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You are employed as a casual and you have worked on a regular and systematic basis with us for at least 12 months prior to the commencement of Paid Parental Leave or Paid Special Maternity Leave.

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If both parents of a child work for us and share responsibility for being the primary carer at different times, both parents are eligible to receive Paid Parental Leave. This leave must be taken at separate times, not concurrently.

## **18 weeks Paid Parental Leave (make-up pay)**

If you are receiving PPL instalments as a primary or secondary claimant under the Paid Parental Leave Act 2010 (Cth), you will be entitled to Parental Leave (make-up pay) for the period you are receiving PPL instalments, up to a maximum of 18 weeks. This means we will pay the difference between the Federal Government PPL instalment, which is set at the National Minimum Wage, and an employee's Ordinary Pay.

## **9 weeks Paid Parental Leave**

You may elect to receive Paid Parental Leave for a total of 9 weeks Ordinary Pay or 18 weeks at half pay. An employee who receives 9 weeks (or 18 weeks at half pay) Paid Parental Leave from us, may elect to receive their Federal Government PPL in addition to their Council Paid Parental Leave.

You are entitled to Paid Parental Leave for days that you are the primary carer which may be on a full time or part time basis. The maximum period is 9 weeks and payment is only provided if the days fall on a day you would ordinarily work.

## **How does Paid Parental Leave affect my entitlements and service?**

Your period of Paid Parental Leave counts as service for the purposes of Long Service, Annual and Personal Leave accruals and superannuation. Superannuation is calculated on your Ordinary Pay.

If you take your Paid Parental Leave at half pay, entitlements will accrue at half pay.

If you are on unpaid leave for a period greater than 12 months prior to commencing a period of parental leave, you will be required to return to work for a period of 3 months prior to receiving paid parental leave entitlements.

## **What about public holidays during my paid leave?**

Paid Parental Leave and Paid Special Maternity Leave are exclusive of public holidays. Where a public holiday falls during a period where you have taken either Paid Maternity Leave or Annual/ Long Service Leave on half pay, the public holiday will also be paid at half pay.

## **What happens if I need to take another period of Paid Parental Leave?**

You will not be entitled to a further period of Paid Parental Leave unless you have returned to work for us for at least 3 months since your previous period of Parental Leave.

If your return to work is on reduced hours or a part time arrangement you will be paid an average of the preceding 12 months hours worked for the purpose of another period of Paid Parental Leave.



## Can the Paid Parental Leave entitlement be changed?

Subject to an application by us and further order of the IRC, in the below instances we may change the Paid Parental Leave entitlement.

If we can demonstrate economic hardship, we may reduce or remove the entitlement of Parental Leave or Special Maternity Leave contained in this Agreement.

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If the Paid Parental Leave Act 2010 (Cth) is replaced or rescinded, we will cease to offer the 18 weeks Paid Parental Leave (make-up pay). If you satisfy the eligibility criteria, you will continue to be entitled to 9 weeks Paid Parental Leave (non-make-up pay).

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## Concurrent Parental Leave

If you are full time or part time, Concurrent Parental Leave is available when your partner gives birth to your child or when you adopt a child.

You can access up to 10 days leave from your accrued Personal Leave balance and take it at the same time your partner is on Parental Leave.

## Paid Special Maternity Leave

If you are eligible for Paid Parental Leave, you can access paid leave if your pregnancy ends within 24 weeks of the expected date of birth (other than by the birth of a living child). Employees who experience pregnancy loss or are the spouse or de factor partner of a person who experiences pregnancy loss, may elect to access other forms of leave such as Personal Leave or Bereavement Leave in accordance with this Agreement.

## Cancelling Leave, Returning to Work and Hospitalised Children

If you were eligible for Paid or Unpaid Leave in accordance with this Clause and the child is stillborn or dies during the 24-month period starting on the child's date of birth, then you are entitled to cancel the period of leave before it commences, remain on leave if it has commenced or to give at least four weeks' notice that you intend to return to work on a specific day. You may also agree with us to another arrangement; for example, reducing the period of notice or the period of leave you had originally intended to take.

If a child is required to remain in hospital after birth or is hospitalised immediately after birth, you may agree with us that you will not take a period of pre-approved Paid or Unpaid Leave during the period the child remains in hospital.

## 32.5 Paid Adoption Leave

### The Basics

If you are eligible for adoption related leave under the Fair Work Act 2009 (Cth), there are two types of paid leave available to you when you are going through an adoption process. These include Pre-Adoption Leave and Adoption Leave.

You will not be eligible for Paid Adoption Leave if you are eligible for the Government-funded PPL and have elected to receive 18 weeks Paid Parental Leave (make-up pay) for the adoption of your child.

If you take your Paid Adoption Leave at half pay, all entitlements will accrue at half pay.

### Pre-Adoption Leave

Pre-Adoption Leave is available to attend interviews or examinations in the process of gaining approval for the adoption of a child. You are entitled to up to 2 days Pre-Adoption Leave at Ordinary Pay which can be taken as a single continuous period or in separate periods up to 2 days.

## Adoption Leave

Depending on the age of the child, you can access Paid Adoption Leave as follows:

9 weeks full pay, or 18 weeks half pay for a child less than 5 years of age at the date of placement; or

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4 weeks full pay, or 8 weeks half pay for a child between 5 years of age and less than 16 years of age at the date of placement.

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For a child between 5 years of age and less than 16 years of age at the date of placement, if there are special needs and reasons in the child's life, we won't unreasonably refuse to grant the full entitlement of 9 weeks Adoption Leave as set out above.

## Family Reunion Leave

If you are part time or full time and were adopted under a "closed adoption" practice, you can access paid leave to reunite with your biological parent(s) for the first time.

You are entitled to up to 5 days Family Reunion Leave which is taken from your accumulated Personal Leave balance.

## 32.6 Foster Care Leave

If you are full time or part time, Foster Care Leave is available when you become a long-term foster carer.

You can access up to 10 days leave from your accrued Personal Leave balance and the leave can commence from the day that you take the foster child into long-term care.

## 32.7 Bereavement Leave

If you are a permanent or temporary/ term contract employee, you are entitled to up to 4 days paid Bereavement Leave upon the death of a member of your immediate family.

If you are a casual employee, you can take up to 4 days unpaid Bereavement Leave (unless we agree to a longer period).

For the purposes of this subclause, immediate family means:

Your spouse or de facto partner;

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A child of your spouse or de facto partner;

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Your child;

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A parent of your spouse or de facto partner;

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Your parent;

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A sibling of your spouse or de facto partner;

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Your sibling;

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Your grandchild;

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A grandchild of your spouse or de facto partner; or

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A member of your extended family living in the same domestic dwelling as you.

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You are entitled to Bereavement Leave in accordance with this Clause if a child who would have been a member of your immediate family or household is stillborn, or where you or your current spouse or de facto partner has a miscarriage.

## **Bereavement Leave for extended family**

If you are a permanent or temporary/ term contract employee, you are entitled to up to 2 days paid Bereavement Leave upon the death of a member of your extended family.

For the purposes of this subclause, extended family means:

Your niece;

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Your nephew;

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Your uncle;

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Your aunt;

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Your grandparent;

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A grandparent of your spouse or de facto partner;

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The spouse or de- facto partner of your sibling; or

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The spouse or de- facto partner of your child (son in law or daughter in law).

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## **Additional Bereavement Leave**

If you are a permanent or temporary/ term contract employee, you are entitled to half a day paid Bereavement Leave upon the death of a cousin.

We will also allow you time to attend the funeral of a person not listed above, such as a close personal friend or work colleague. The leave will include time to travel to and from the funeral service and will be taken from your Personal Leave balance. Any additional time to attend a function following the funeral service will be taken from other leave entitlements such as time in lieu or flexi- time/ rostered days off.

We may grant additional Bereavement Leave if extenuating circumstances exist, such as where there are cultural considerations or where you have to travel interstate or overseas. Your request would need to be approved by your Director.

If you are a permanent or temporary/ term contract employee and you are on approved Annual Leave or Long Service Leave and you become entitled to leave in accordance with Clause 32.7, you may have your affected Annual Leave or Long Service Leave reccredited for the applicable period of Bereavement Leave.

## **Letting us know**

At a minimum you must give your Manager:

Notice of your absence before you are due to start work, unless that is not possible, in which case as soon as possible; and

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Satisfactory evidence of your family member's death if requested.

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## **32.8 Family and Domestic Violence Leave**

We are committed to providing you with support if you are experiencing family and domestic violence or are providing support to an immediate family or household member who is experiencing family and domestic violence. As part of this support, we offer up to 20 days' additional paid leave per year for reasons relating to you or you supporting someone who is experiencing these circumstances.

There is further support available to assist you and this can be found in *Clause 37 - What Support is Available for Family and Domestic Violence Leave*.

### 32.9 Blood Donation Leave

You are entitled to take leave for the purpose of donating blood. You will be paid leave up to a maximum of 1 and a half hours for each occasion up to a maximum of 4 separate absences each calendar year.

#### Letting us know

You must notify your Manager as soon as possible of the time and date that you are requesting to be absent to donate blood and it must be at a time that is mutually convenient.

Proof of the duration and attendance for the purpose of donating blood must be provided to our satisfaction if requested.

### 32.10 Special Leave

In extenuating circumstances, we may grant you Special Leave, either paid or unpaid, for a period of time approved by your Director.

Any period of unpaid leave will not count as service, however, continuity of service with us will not be considered broken.

### 32.11 Community Volunteer Leave

If you are a permanent or temporary/ term contract employee you can access a maximum of 2 days, (or 4 half days) from your Personal Leave balance per year to allow you time to attend a genuine volunteer opportunity. Approval of leave will be subject to operational requirements. This leave does not accumulate from year to year.

Of the 2 days leave available, 1 day (or 2 half days) may be used to attend to a genuine volunteer opportunity of your choice. The second leave day is to be used for genuine volunteer opportunities supported and approved by us. These opportunities should be within the Newcastle community and ideally team based, linked to an existing Community Partner.

#### Genuine volunteer opportunity

A genuine volunteer opportunity is one that satisfies Volunteer Australia's Definition and Principles of Volunteering does not conflict with our policies and values. The volunteer activity takes place through not-for-profit organisations to benefit the Newcastle community, for no payment to you and in designated volunteer positions only.

We prefer the volunteer activities take place within the Newcastle Local Government Area; however, consideration will be given for leave of this type for volunteering activities outside of the Local Government Area.

Volunteer Leave does not include for example volunteering at your child's school to assist with canteen, class-based activities, or localised sporting events. Attendance at these programs can be facilitated by accessing other forms of leave.

#### Letting us know

You are required to make an application at least 2 weeks prior to taking the leave. Part of the application process will include you providing evidence of the volunteering opportunity, including a contact name and phone number of the organisation you are supporting.

### 32.12 Volunteer Emergency Services Leave

If you engage in a voluntary emergency activity, you are entitled to up to 5 days paid Volunteer Emergency Services Leave per calendar year from your accrued Personal Leave balance. A 'voluntary emergency activity' involves a member of a 'recognised emergency management body' being requested to deal with a natural disaster or emergency on a voluntary basis.

A 'recognised emergency management body' is a fire fighting, civil defence or rescue body or is prepared by the Commonwealth, a State or Territory.

#### Eligibility

You are eligible for Volunteer Emergency Services Leave if you have more than 12 months continuous service with us and in taking this leave will not result in you having less than 3 weeks accumulated Personal Leave balance. If you do not qualify for this leave you may apply for Special Leave. We may request proof of participation in the voluntary emergency activity.

### 32.13 Jury Duty Leave

#### Payment during jury duty

During jury duty we will pay you your Ordinary Pay less any payments received from the Government for jury duty service. You may nominate to be paid for travel (if applicable) by the Government.

#### Letting us know

We need to plan for your absence, so you need to let us know as soon as possible about dates you are required to attend jury service. We may request that you provide proof of attendance, duration and any payment information.

### 32.14 Cultural Leave

#### NAIDOC Leave

If you are an Aboriginal and Torres Strait Islander employee, you are entitled to 1 paid day annually during NAIDOC week so you can participate in National Aboriginal and Islander Day celebrations.

#### Other Cultural Leave

If you identify as being of a particular culture or religion that observes specific days of significance for ceremonial or religious events, then you are entitled to 1 paid day annually so you can participate in such event. For the purpose of this Clause refer to Commonwealth Department of Foreign Affairs and Trade, Calendar of Cultural and Religious Dates, as a guide.

### 32.15 Defence Service Leave

If you are a member of the Defence Force Reserve, you will be granted leave to attend compulsory training as required. You can access 10 days paid leave per year to attend training camps and a further 10 days paid leave per year to attend training courses.

If you are a serving member of the Defence Force Reserve or a Defence Forces Veteran, you will be granted paid leave on Anzac Day and Remembrance Day to attend those ceremonies. The payment for the leave is not made in addition to payment for a Public Holiday.

## What you will be paid

You will be paid your ordinary rate for the period of leave.

If you provide continuous full time defence service, you will be paid by the Australian Defence Force Reserves. You will be provided with leave without pay during the period of continuous full time service. The period of unpaid leave will not count as service, however, continuity of service with us will not be considered broken.

## Coming back to work

On your return from continuous full time defence service, we are keen to hear from you as soon as possible to discuss your return to work.

## 32.16 Union Training and Conference Leave

Union delegates can play a valuable role in promoting a productive and stable working environment. We benefit from delegates acquiring skills associated with Union activities which are conducted in a responsible manner.

### Eligibility

You must be a full-time or part-time employee who:

Is a Union Delegate, who has been appointed by a Union and we have been formally notified; and

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Has completed 12 months continuous service with us.

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### Union Training Leave Entitlement

You are entitled to 5 days paid leave to attend relevant training courses. You must provide us with at least 4 weeks' notice in writing of your request to attend a training course. Approval of leave will be subject to operational requirements. You will be required to provide us with proof of attendance and satisfactory completion of the course to qualify for payment of leave.

Relevant Union training should directly relate to:

Rights and responsibilities of delegates;

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Understanding this Enterprise Agreement, relevant Awards, Council Agreements, and Policies;

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Grievance, dispute and disciplinary procedures;

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Code of Conduct; and

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Bullying, harassment, and discrimination.

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We will not be liable for any expenses associated with your attendance at Union training.

### Paid Union Conference Leave

Accredited delegates are entitled to paid leave for the duration of their Annual Conference subject to operational requirements and the Union notifying us at least 1 month prior to the commencement of their respective Conference.

## 33. What unpaid leave is available?

### 33.1 Extended Carer's Leave

You may need extended time off work to care for a member of your immediate family who is unwell or injured. You can apply for a minimum period of 1 month and up to a maximum of 12 months unpaid Carer's Leave.

#### Eligibility

If you are part time or full time and have been employed with us for 12 months continuous service, you can apply for Extended Carer's Leave.

### 33.2 Grandparent Leave

You may take unpaid Grandparent Leave for up to 12 months as the primary carer for your grandchild before they commence school. You and your Manager will need to agree when and how you take the Grandparent Leave – in a single block, a number of blocks, a regular day each week or some other suitable arrangement but it cannot exceed 12 months in total.

#### Eligibility

If you have been employed with us for 12 months continuous service, you can apply for Grandparent Leave.

#### Letting us know

We need to plan for your absence, so you need to apply for Grandparent Leave at least 10 weeks prior to the proposed commencement date. We won't unreasonably refuse an application, but we will require you to provide evidence about your Grandparent Leave arrangements.

### 33.3 Professional Development Leave/ Career Break

We are committed to supporting the opportunity for learning and development throughout your career with us. If you are a permanent employee with 2 years of continuous service at the time of commencing leave you may apply for:

Up to 2 years leave without pay to undertake a course of study; or

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Up to 1 year to take up a vocational or professional development placement.

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We will consider all applications on their merits taking into account operational requirements as well as the demonstrated benefit to us.

If you withdraw from the course of study or vocational/ professional opportunity you should notify us and arrange for your return to work.

The period of unpaid leave will not count as service, however, continuity of service with us will not be considered broken.

## 34. What other leave options are available?

### 34.1 The Personal Leave Sharing Scheme

The Personal Leave Sharing Scheme is a voluntary scheme where employees who are members contribute a nominal amount of their Personal Leave entitlement annually into a shared pool. This may be drawn upon by members who contribute to the scheme and are able to demonstrate genuine need.

## Eligibility to contribute to the Personal Leave Sharing Scheme

If you accrue Personal Leave, you are eligible to voluntarily contribute leave and become a member of the scheme. Once you have contributed leave to the scheme, the leave is forfeited on a permanent basis.

## Accessing the Personal Leave Sharing Scheme

The scheme is intended to support members in cases of significant illness, or unforeseen circumstances. It is not intended to support sporadic Personal Leave days and may only be drawn upon if you have exhausted all your Personal Leave Entitlements.

The Personal Leave Sharing Scheme will be administered by the Consultative Committee.

For further information see *Schedule 4.12 – Leave Reserved*.

## 34.2 Purchasing Additional Annual Leave

If you are a permanent employee you can apply to purchase up to 4 weeks additional Annual Leave per year on top of your normal 4 weeks Annual Leave. Additional leave needs to be taken in a minimum period of 1 week. Your annual salary/ wage will be reduced over a 52 week period by the value of the amount of leave purchased.

In order to purchase additional Annual Leave, you can't have excess Annual or Long Service Leave balances.

### Some conditions

When you use your purchased leave, you will continue to accrue Annual, Long Service and Personal Leave at 100% of your accrual rate.

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Purchased leave is considered as service in all circumstances.

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Employer Superannuation Contributions are based on the reduced annual rate of pay.

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Any agreement for additional Annual Leave must be in writing and signed by you and Management.

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Where additional hours are paid at penalty or overtime rates, the payment will be calculated using your ordinary hourly rate and not the annualised hourly rate.

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Leave loading does not apply to any additional Annual Leave purchased.

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If you get a promotion, secondment or transfer, the continued application of the arrangement is to be negotiated between you and your new Manager. We will recalculate the annualised hourly rate if the agreement is discontinued or continued with a different pay rate.

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The additional purchased leave must be taken in full at the end of the 52 week period and is not able to be accrued. If you are unable to take the additional leave by the completion of the 12 month period the arrangement will be cancelled, leave credit annulled and you will be refunded any deduction to your salary. Leave will be credited at the pay rate on application.

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If your employment is terminated or you withdraw prior to the end of the purchased leave arrangement, you will either:

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have the pro-rata amount of unused purchased leave reimbursed as a lump sum payment; or

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be required to repay any overdrawn purchased leave.

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### 34.3 Work 4 out of 5 Years

#### **Eligibility**

If you are a permanent employee, you can apply to work 4 years at 80% normal salary and take the 5th year as paid leave. The 5th year must be taken at the end of the 4 years' service, unless otherwise agreed by you and your Director.

Working 4 out of 5 years is available only when you have cleared any accrual of Annual Leave which is greater than 4 weeks.

#### **Continuity of service and return from leave**

When you return to work after your leave, you will receive any increases to wage rates arising under this Agreement that occurred during the period of leave. Any increases will be effective from the date you return from the 5th year paid leave.

If you take the 5th year paid leave under this arrangement, the period of leave will not constitute a break in service.

#### **Letting us know**

If you wish to apply to work 4 out of 5 years you need to submit a written request. The arrangement is subject to the approval of your Director.

#### **If you resign or withdraw from the arrangement**

If you resign or elect to withdraw during the period of the arrangement, the percentage of your salary deducted under this arrangement will be reimbursed to you in full, less any tax deductions in accordance with the law.

# **Section 6:** Workplace Safety, Health and Wellbeing

# Quick Look

This section covers your leave entitlements and benefits including paid and unpaid leave.

This section also covers other leave options available including the Personal Leave Sharing Scheme, Purchasing Additional Annual Leave and Working 4 out of 5 Years.

## 35. What is our commitment to promoting workplace health and safety?

All employees are committed to cooperating positively to:

Promote the safety and wellbeing of all workers and other people in the workplace;

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Improve mental health and psychological safety of all employees in the workplace;

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Eliminate unsafe work practices; and

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Ensure that City of Newcastle and our employees understand and comply with their obligations under the Work Health and Safety Act 2011 (NSW), Work Health and Safety Regulation 2011 (NSW) and associated codes of practice.

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Safety during hazardous weather conditions

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In the case of extreme and unusual weather conditions which could be assessed as hazardous, we will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risk to you and your colleagues during such unusual weather conditions.

## 36. Health and Wellbeing

### The Employee Assistance Program (EAP)

As part of our commitment to the provision of a safe and healthy working environment, we will provide you and your immediate family members with access to professional, independent and confidential counselling services as nominated by us at no cost to you. The Employee Assistance Program (EAP) will be available 24 hours per day, 365 days per year.

The EAP can actively support you to deal with personal or work-related problems or concerns affecting psychological or emotional wellbeing through the provision of short term, confidential, professional counselling. We also encourage you to use EAP as preventative and proactive intervention to support your overall wellbeing.

### Corporate Fitness Program

We encourage you to access our Corporate Fitness Program to promote your general health and wellbeing as well as the wellbeing of your partner and children. Further information is available on the intranet.

## **Health and Wellbeing Leave**

We recognise that looking after your health and wellbeing can lead to positive outcomes such as improved work performance and productivity, improved recruitment and retention, reduced absenteeism, and other benefits.

You can take up to 2 days from your Personal Leave entitlement per year for health and wellbeing activities where you can demonstrate health and wellbeing benefits to the satisfaction of your Manager.

Further information on Health and Wellbeing Leave can be found in *Subclause 32.2 - Personal Leave*.

## **Fatigue Management**

Fatigue factors must be considered in designing work rosters, on call, remote response and assessing and approving multiple or secondary employment arrangements. Reasonably practicable suitable control measures may be implemented in consultation with you to eliminate or minimise the risks of fatigue.

While it is preferable that alternate arrangements be made so employees do not work in excess of 12 hours in any 24 hour period, if an employee is required to work 16 hours in a rolling 24- hour period, they are required to take a mandatory 10- hour break prior to commencing their next rostered shift.

## **If we have a concern for your Health or Wellbeing?**

If we become concerned that a health issue may affect your wellbeing or capacity to perform your normal duties, a risk assessment will be completed by us and a further discussion will be held between you and your Manager, your Union or Health and Safety Representative.

As part of the risk assessment, we may direct you to attend an examination by a medical practitioner at our cost, to determine your fitness for work and your ability to perform the inherent requirements of your position.

The parties to this agreement recognise the importance of employee wellbeing and have agreed to monitor this Clause and its use to ensure it is being utilised to promote this goal.

## **Further information and resources**

Our dedicated Work Health and Safety team are available to provide support as required and our Work Health and Safety management system is accessible on the intranet. Further information is available from either of the following or directly from the Work Health and Safety team:

SafeWork NSW: [www.safework.nsw.gov.au](http://www.safework.nsw.gov.au); or

Safe Work Australia: [www.safeworkaustralia.gov.au](http://www.safeworkaustralia.gov.au).

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## 37. What support is available for family and domestic violence?

We are committed to providing support to employees who experience family and domestic violence or are providing support to an immediate family or household member who is experiencing family and domestic violence.

We will support you if you have difficulties performing tasks at work. No adverse action will be taken against you if your attendance or performance at work suffers as a result of experiencing family and domestic violence.

### Access to paid leave

If you are experiencing family and domestic violence or are providing support to an immediate family or household member who is experiencing family and domestic violence, you can access up to 20 days' special paid leave per year for reasons relating to you or you supporting someone who is:

Attending legal proceedings, counselling, appointments with a medical or legal practitioner;

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Relocation or making other safety arrangements; or

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Other activities associated with the family and domestic violence including caring for children.

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This leave may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

Any additional paid leave may be requested and agreed by the relevant Director or the CEO.

### Notice and supporting information

You need to inform us as soon as possible of your request to take leave under this clause.

You may be required to provide evidence that would satisfy a reasonable person that the leave is domestic violence related. We will ensure that any personal information provided is kept confidential and information will not be kept on your personnel file.

### Family and Domestic Violence Contact Person

We will identify a trained contact person to provide support if you are experiencing family and domestic violence and notify you of the name of the nominated contact person. The nominated contact person may be internal or an external provider.

If you are experiencing family and domestic violence you are encouraged to seek assistance within the workplace. The nominated contact person, your immediate Manager, Health and Safety Representatives or Union Delegates are all available to provide support.

Where requested by you, the contact person will liaise confidentially with your Manager on your behalf and will make a recommendation on the most appropriate form of support.

### **What other support is available?**

In order to provide support to you and to provide a safe work environment to all employees, we will approve any reasonable request from you for:

Changes to your span or pattern of hours and/ or shift patterns;

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Job redesign or changes to duties;

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Relocation to suitable employment within the organisation;

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A change to your telephone number or email address to avoid harassing contact;

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Any other appropriate measure including those available under existing provisions for family friendly/ flexible work arrangements and the Employee Assistance Program (EAP).

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## **38. What are my obligations around Anti- Discrimination?**

Your obligations around anti- discrimination are set out in *Schedule 4.10 - Clause 3 - Anti- Discrimination - Award*.

# Section 7: Organisational Change

# Quick Look

This section provides an overview relating to Organisational Change including the consultation process and information regarding redundancy and redeployment.

This section also sets out our approach to staffing levels and security of employment.

## 39. When will I be consulted about workplace change?

To continue to deliver our goals and objectives we need to occasionally make changes to our organisation. Change can be challenging for employees, particularly if it affects you.

### **Pre- Proposal**

We may consult with you and/ or your Union, where appropriate, when developing options for proposed workplace change. Such consultation may be verbal or in writing and occur as early as possible.

### **Proposal**

When there is a proposed major workplace change in production, program, organisation structure or technology likely to have a significant effect on you, we will notify you and your Union and commence consultation at least twenty-eight (28) days prior to making a definite decision.

We will also notify you and/ or your Union, what affect the changes are likely to have on you and measures to avoid or mitigate any adverse effect on you. We will promptly consider matters raised by you and/ or your Union in relation to the changes and this may lead us to reconsider our decision.

During these discussions we will provide you and your Union all relevant information about the change including the nature and reasons for the proposed change, expected effects of the changes on you and any other matters likely to affect you.

The Union(s) may, on being notified of the proposed change, respond to the employer in writing within the 28 days, addressed to the CEO. The CEO will provide a response within 7 days. Notice to the Union(s) of a proposed change in organisation structure will not form part of any notice of termination.

### **Implementation**

If we make a decision and you may be affected, we will notify you, your Union and the City of Newcastle Consultative Committee at least 7 days before the change is implemented.

Nothing in this subclause prevents us from immediately implementing a change in organisation structure with the consent of the affected employee(s), where the Union(s) to which they belong have been provided at least 7 days' notice of the proposed change.

### **Discussion before termination**

Where the decision has been made that your role is no longer required and will lead to the termination of your employment, we will hold discussions with you and your Union.



The discussion will take place as soon as possible after we have made the decision and will cover;

- Any reasons for the proposed terminations;

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- Measures to avoid or minimise the terminations;

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- The number and category of employee(s) likely to be affected;

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- The number of employee(s) normally employed; and

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- The period over which the terminations are likely to be carried out.

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This information will be provided on the basis that we are not required to disclose confidential information if the disclosure would adversely affect the Organisation.

During discussions, the measures to mitigate any adverse effects of your termination may include consideration of retraining opportunities, placement on the redeployment program, recruitment advice, payment of relocation allowances, provision of additional notice and access to the Employee Assistance Program (EAP).

### **What happens if a service goes out for competitive tendering?**

If you are adversely affected by a proposed change to service provisions, you may request our assistance to submit an in-house bid. We may provide such assistance as is reasonable to support the formulation of the tender application.

If we refuse the request for assistance, we will consult with you and your Union and detail the reason(s) for the refusal in writing.

## **40. What happens if my role is redundant?**

As we adapt to change, roles in our organisation may become redundant. If your role is redundant, we are committed to making all reasonable efforts to assist and support you in gaining alternative employment.

### **40.1 Voluntary redundancy**

We may offer you or seek expressions of interest for voluntary redundancy where a position or positions are no longer required.

Voluntary redundancy may be refused where expressions of interest exceed the positions to be reduced or where we need to retain skills and expertise. Where there are more expressions of interest than required, a merit-based selection process will be used to determine who is to be offered redundancy.

Where a redundancy is offered and accepted, your termination date will be determined by us in accordance with operational requirements. You will be provided 4 weeks' notice or payment in lieu. If you are aged over 45 with 5 or more years' service, you will be entitled to 5 weeks' notice or payment in lieu of notice.

Employees who are temporary/ term contract, casual, apprentices or trainees are not eligible for redundancy.

## 40.2 Redeployment Program

The parties have agreed to remove the 12 month redeployment period with the clear understanding that the following principles will provide a genuine and more intensive program to redeploy affected employees who have chosen to try and seek continued employment with us.

The implementation of this program will be subject to continuous review by the parties to ensure its effectiveness. It is acknowledged that if there is clear evidence that the program is not genuinely supported by Management, the Union parties to this Agreement will make application to the NSW Industrial Relations Commission (IRC) to remove it and reinsert the former system which includes the removal of establishment numbers.

Our organisation will undergo continuous improvement and change in order to meet our service commitments to the community. As we adapt, roles may become redundant. If your role is made redundant you may choose to pursue redeployment where we will make all genuine and reasonable efforts to assist you in gaining alternative employment.

The redeployment program will be structured and based on genuine actions and timeframes.

The program is designed to:

- Provide employment security for our employees;
- Involve you in organisational change; and
- Provide genuine training and support to assist in gaining alternative employment.

### How redeployment works

If you choose redeployment, People and Culture will assign a Case Manager for you. Your Case Manager will develop and present your Redeployment Plan, inclusive of actions and timeframes, to a sub-committee of the City of Newcastle Consultative Committee inclusive of:

- A Director nominated by the CEO;
- Your Union representative or Direct Manager.

The sub-committee will present your Redeployment Plan recommendation to the CEO for final approval.

### Our responsibilities

We will assist you to gain alternative employment through:

- Providing a Case Manager to support you in your job seeking efforts;
- Conducting genuine conversations with the redeployment sub-committee about your Redeployment Plan;
- Documenting agreed actions, time frames and commitments;
- Directly appointing to a comparable role, if available, where you meet the skills qualifications, accountability and salary point for the alternative position;
- Consideration of non-comparable roles if appropriate as a development position;
- Providing resources and training to assist job seeking efforts i.e. resume writing skills, responding to job selection criteria, preparation of applications, interview skills; and
- Additional training where appropriate to assist you in both the internal or external job market.

## Your responsibilities

If you choose redeployment, you will pursue alternative employment through:

- Participating in the development of a genuine structured Redeployment Plan;
- Being flexible and responsive to changing working situations;
- Being cooperative and assisting with your career transition efforts;
- Being willing to consider all available options including, internal transfer, trial work placements, project-based work, secondments to work function areas, temporary appointments, and retraining; and
- Taking responsibility for your own career management and actively pursuing alternative employment opportunities.

When referred for positions, there is an expectation that you will prepare for the interview, familiarise yourself with the role and function and present in a positive and professional manner.

If you agree, you may be redeployed to a position at a lower rate of pay, as an alternative to redundancy. You will retain your existing rate of pay but no further increases will be applied until such time as the rate of pay for the new position exceeds the existing rate of pay. If you commenced prior to 17 April 1998, you will retain your existing rate and be entitled to increases flowing from this Agreement without reverting to the rate of pay for the new position.

If you are redeployed to a lower position, duties may be allocated commensurate to your retained rate of pay, within your skills and accountability. Where the reallocation is intended to be permanent such duties will be incorporated into the positional requirements and job evaluation for that position.

If you are on the redeployment program you must demonstrate your commitment to genuinely seek an alternative position, either internally or externally. Your genuine participation in the redeployment program will be monitored by the Case Manager and the sub-committee to ensure you are meeting your obligations under this Agreement.

If you are not genuinely participating in the redeployment program, under the Agreement, you could lose access to the severance component of your final payment on termination. If there are genuine conflicting opinions on whether or not you are participating in the redeployment program then that conflict will be managed through the grievance and disputes procedure as set out in Clause 50 - What is the process for dealing with grievances or disputes?

You may exit the Redeployment Program through:

- Gaining another role internally and therefore no severance payment is paid;
- Redundancy when your agreed Redeployment Plan comes to an end; or
- Redundancy where you choose to exit the program prior to the end of your Redeployment Plan.

## The Mix and Match Program

If you are in the redeployment program and have skills that could be transferable internally, a targeted Expression of Interest (EOI) for voluntary redundancy may be called from relevant work groups. This process is designed to free up a comparable position for you should you wish to remain with us and identifying an employee who wishes to exit the organisation by reason of voluntary redundancy.

During the development of the Redeployment Plan, we will assess opportunities for a targeted EOI and this will be included as an option in the Redeployment Plan if suitable.

If you elect to exit via an EOI for voluntary redundancy you will forfeit your right to access the Redeployment Program.

This process will be conducted centrally by People and Culture and all transfers will require the approval of the CEO.

### 40.3 Your severance payment

Also refer to Clause 53 regarding Notice of Termination

You are not entitled to receive a severance payment if:

- You have been offered, but have refused to accept, an alternative position within our organisation of comparable skill and accountability levels and remuneration no less than the redundant position; or
- You elected to pursue redeployment opportunities and redeployment was successful; or
- The redeployment program was unsuccessful due to your failure to co-operate with the requirements of the redeployment plan.

Severance pay is 3 weeks' pay per year of service with a maximum of 42 weeks. Service is continuous service with us as the employer and is calculated in years and weeks.

If you are made redundant, you will be entitled to the following additional payment except where you have failed to comply with your responsibilities under the redeployment program:

- Less than 1 years' service - 2 weeks' pay;
- 1 year and less than 2 years' service - 4 weeks' pay;
- 2 years and less than 3 years' service - 6 weeks' pay;
- 3 years' service and over - 8 weeks' pay.

### When you leave us

Payment of accrued and pro-rata Annual and Long Service Leave will be made in accordance with this Agreement, and payment of Personal Leave for eligible employees in accordance with City of Newcastle's Policy.

We will allow up to 1 paid day per week during the notice period to seek alternative employment. With prior approval, you can request 1 outplacement and 1 financial planning session by a provider of your choice at our expense.

## 41. What is our approach to staffing levels?

We aim to get the number and calibre of our staff right to ensure we achieve our organisational goals and objectives. Our current approved Full Time Equivalent (FTE) positions within our organisational structure are 957. Our intention is to maintain staffing levels of 957 approved FTE. Any changes to the total number of permanent FTE positions are subject to a resolution of Council.

While it is our intention to maintain the current approved numbers, we acknowledge these levels may be affected by internal and external factors that are beyond our control. This may include new and emerging technologies or reductions or changes to Federal or State Government grants and policies which detrimentally affect our revenue.

## 42. What is our approach to security of employment?

We are committed to enhancing the security of employment for all employees, however, it is recognised that an organisation committed to a work environment of continuous improvement may result in changes to functions and jobs.

If we are required to review our establishment numbers due to organisational change, we will first undertake a review of labour hire, temporary/ term contract or casual employees, before reviewing our establishment numbers to determine if these savings will eliminate or reduce the need to make permanent positions redundant.

If staffing level requirements need to change, the use of natural turnover of employees to satisfy the adjustments will be the preferred option where time and relevant skill sets allow. We are committed to the provision of training and development opportunities if you are affected by these changes.

# Section 8: Other Arrangements

# Quick Look

This section sets out learning and development opportunities, the role of the City of Newcastle Consultative Committee and the technical provisions of our Agreement.

## 43. Are learning and development opportunities available to support my career?

We recognise that achieving our organisational goals and objectives requires an ongoing commitment to education, training, skill enhancement and development.

### Identifying learning and development opportunities

Learning and development will primarily be discussed and identified through the annual Performance Development discussion or as a result of ongoing discussions with your Manager.

Learning and development opportunities may also be identified through:

- A development plan if you are appointed to Step 1 or Step 2 of the salary range for the role in accordance with the current salary system. The development plan will be prepared by Management in consultation with you, with the aim of satisfying selection criteria to allow you to progress to Step 3.
- Discussions during counselling and disciplinary meetings.

Development initiatives may take various forms such as, formal training, on the job training, mentoring, internal/ external secondments. The identification of other training needs may occur in accordance with our internal policies and processes, or by your Manager.

### Professional Development

If you are required to either hold professional qualifications or complete further professional qualifications and are evaluated in Band 3 or Band 4 of the Award, you will have access to continuing professional development (CPD) that is consistent with the development plan for your position as follows:

- 10 hours per annum; or
- In accordance with legislated CPD requirements, whichever is greater.

## 44. What are the residence arrangements?

If we supply you with a residence it must be of a reasonable standard. The rental value must be agreed with you and provided in writing. You may ask us to deduct the rental value from your pay.

## 45. What is the Consultative Committee?

The parties to the Agreement are committed to a collaborative and effective working relationship to enhance workplace efficiency and productivity. A consultative committee representative from the workforce will be maintained.

The City of Newcastle Consultative Committee (CNCC) will include; 2 employees nominated by the USU, 1 employee nominated by depa and the LGEA, 2 employee representatives elected by employees and Management representatives nominated by the CEO. An officer of each Union may participate in all committee meetings. The CNCC will meet regularly as determined under the constitution.

The purpose of the CNCC is to:

- Foster constructive relationships between employees, Management and Unions;
- Openly discuss and consider significant workplace issues;
- Review operational performance and effectiveness;
- Make recommendations and observations for management consideration;
- Achieve collaboration and consensus.

The scope of the CNCC is set out in the constitution with reference to *Clause 32 - Consultative Committees - (C) Scope of Consultative Committees - Award*.

## 46. How can we continue to improve the Agreement?

Information on this is set out in *Schedule 4.11- Clause 43 - Council Agreements - Award*. It ensures that we can continue to review operations to provide enhanced flexibility and efficiency to meet the needs of City of Newcastle and our employees.

## 47. What are the savings and transitional arrangements?

The Agreement recognises Schedule 2 and 3 of the *City of Newcastle Enterprise Agreement 2010*. Schedule 2 is covered in *Subclause 22.4 - Ordinary Hours of Work by Work Area* and *Subclause 19.15 - Shift Allowance*. Schedule 3 is attached in *Schedule 3 - Table 6 - Skills/ Qualifications Allowances*.

## 48. What are the leave reserved provisions?

Leave is reserved for the parties to vary (and/ or apply to the IRC) the following Clauses of this Agreement by agreement:

- Review of Allowances - *Clause 19 - What allowances and reimbursements can I be paid for? - Schedule 3 Allowance Table*.
- Review of Leaseback Vehicles – *Clause 20*.
- Audit and Review of Council Agreements made in accordance with *Schedule 4:11*.
- Review of Personal Leave Sharing Scheme – *Clause 34.1*
- Review of Parental Leave Provisions to consider changes in Parental Leave Act (Cth) and NES.
- Review of *Schedule 6 - Entertainment, Events, Theatres and Hospitality Staff* – Clause 3 and 4 only to the extent that these provisions will be considered as part of the development of rostering guidelines and the Saturday penalty in accordance with Clause 3.
- Review of 2020/ 2023 Award, to identify any relevant changes.



## 49. Area, incidence and duration

The area, incidence, and duration provisions of the Award Clause 46 and its successors apply, save and except for those matters that make retrospective provision for increases in rates of pay, allowances and conditions of employment.

The Agreement will be binding on the parties and all employees of City of Newcastle save and except for those Senior Staff as defined in the *Local Government Act 1993*.

This Agreement will rescind and replace the *City of Newcastle Enterprise Agreement 2019* and will apply instead of *The Entertainment and Broadcasting Industry – Live Theatre and Concert (State) Award*.

Previous Local Area Workplace Agreements (LAWA) were rescinded during the period of the *City of Newcastle Enterprise Agreement 2019*.

The Summerhill Waste Management Centre – Site Operation Council Agreement 2020 will remain in place and is listed in the leave reserved provisions in Clause 48 of this Agreement.

This Agreement will operate from the commencement of the first full pay period on or after 1 January 2023 and will remain in force for a period of 3 years.

It is the parties' intention to commence negotiations for a new enterprise agreement between 6 to 12 months prior to the nominal expiry of this Agreement. The terms and conditions of this Agreement will continue to apply until a new Agreement is made.

# Section 9:

## Resolving Workplace Issues

# Quick Look

This section outlines the process for resolving workplace issues as well as our investigation process and disciplinary procedures.

## 50. What is the process for dealing with grievances or disputes?

We are committed to working with you to resolve issues and we encourage you to raise matters with your Direct Manager promptly so they can be resolved as quickly as possible.

The EA Parties are committed to resolving issues at a local level and avoiding unnecessary industrial disputation. The EA Parties will work together so that issues are not escalated, and the assistance of the Industrial Commission is used as a last resort.

We recognise the important role that the Unions have in resolving workplace issues in assisting in discussions to resolve them as quickly as possible. At any stage of the procedure below, you may be represented by your Union, or its local representative/ delegate and we may be represented by the Association. The Union delegate shall have reasonable time, without loss of pay, to discuss a workplace issue with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.

### 50.1 Resolving Workplace Issues Procedure

During this procedure and while the matter is in the course of negotiation, conciliation and/ or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

A workplace issue or dispute shall be dealt with as follows:

- (a) You shall notify your Supervisor/ Manager of a workplace issue or dispute and the remedy you are seeking, in writing.
- (b) A meeting shall be held between you and your Supervisor/ Manager to discuss the workplace issue or dispute and the remedy sought, within two working days of notification.
- (c) If the matter remains unresolved, you may request the matter be referred to the Director of the department. A further meeting between all parties, to attempt to resolve the issue, shall be held as soon as practicable.
- (d) If the matter remains unresolved, you may refer the matter to the CEO who shall provide you with a written response. The response shall include the reasons for not implementing your proposed remedy.
- (e) Where the matter remains unresolved, it may be referred to your Union or representative and by the CEO or other authorised officer to Local Government NSW for further discussion between the parties.

The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

## 51. What are our disciplinary procedures?

The disciplinary procedures including your rights, our rights and obligations, and the workplace investigations process are set out in *Schedule 4.13 - Clause 37 - Disciplinary Procedures - Award*.

# Section 10:

## Leaving our Organisation

# Quick Look

This section outlines how you can transition to retirement through our Phased Retirement Program and how much notice of termination is needed.

## 52. How can I transition to retirement?

As you prepare for retirement you may want to work differently to combine your career with other responsibilities and interests. To assist you to continue to add value to our Organisation in a way that works for you, we have developed a Phased Retirement Program.

### Eligibility

Once you've decided to retire within the next 5 years, you may be eligible to work part-time and access your Annual and Long Service Leave entitlement if:

You have completed at least 5 years continuous employment with us;

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You are medically fit to perform full time work;

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You are not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy;

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You attend work for a minimum of 3 days and a maximum of 8 days per fortnight over a 10 day fortnight;

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You are not performing paid employment for any employer other than us during the hours for which you are being paid from your accrued Leave entitlements;

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The arrangement doesn't adversely affect the service delivery of your work area; and

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You have determined your retirement date which is fixed and cannot be extended unless otherwise agreed.

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### Approval process

You may participate in the Phased Retirement Program with written agreement between you and your relevant Service Unit Manager. Phased retirement will be at the discretion of your relevant Manager.

Temporary/ term contract and casual employees are not eligible to access our phased retirement program.

### Retiring early from the program

You may, with 4 weeks' notice, choose to retire earlier than the date originally set out in your written agreement. A shorter notice period may be agreed on between you and your Manager.

## 53. How much notice is needed?

### If I resign or retire

Unless otherwise agreed if you are salary point 11 or below in our current salary system, you must give us 2 weeks' notice in writing of your intention to resign or retire.

If you are salary point 12 or above in our current salary system, you will need to give your notice in accordance with the following scale:

Your period of continuous service	Your period of notice
Less than 2 years	At least 2 weeks
2 years but less than 3 years	At least 3 weeks
3 years but less than 5 years	At least 4 weeks
5 years or greater	At least 5 weeks

We may come to some agreement to a shorter period of notice for the purpose of this clause.

### If we terminate your employment

We will give you notice that we are terminating your employment in accordance with:

- The workplace change and redundancy provisions set out in *Clause 40 - What happens if my role is redundant?*; or
- The disciplinary procedures set out in *Clause 51– What are our disciplinary procedures?*

Your period of continuous service	Your period of notice
Less than 2 years	At least 2 weeks
2 years but less than 3 years	At least 3 weeks
3 years but less than 5 years	At least 4 weeks
5 years or greater	At least 5 weeks

We may make a payment to you in lieu of all or part of the required period of notice.

### Termination due to technological change

If your employment is terminated because of the introduction of technology and you have not chosen redeployment, we will give you at least three (3) months' notice to terminate or pay you in lieu of that notice; provided that your employment may be terminated by part of the period of notice specified and part payment in lieu thereof. This notice payment is paid in addition to severance pay.

### Sometimes we won't give you the notice of termination

We do not need to give you notice if:

- Your employment is terminated because of serious misconduct. We may summarily dismiss you following a proper investigation, provided you have been afforded procedural fairness; or
- You are employed for a set period of time, or for a set task such as a term contract or seasonal work; or
- You are an apprentice or trainee under a traineeship agreement and you are employed for a set period of time; or
- You are a casual employee.

# Schedules



## Schedule 1: Definitions

Term	Meaning
<b>Agreement</b>	means the City of Newcastle Enterprise Agreement 2023.
<b>Award</b>	means the Local Government (State) Award 2020 (NSW) and its successors.
<b>Chief Executive Officer (CEO)</b>	means Chief Executive Officer of City of Newcastle and includes their delegate or authorised representative.  References to the Chief Executive Officer are references to the General Manager appointed under the <i>Local Government Act 1993 (NSW)</i> .
<b>Child</b>	also includes: <ul style="list-style-type: none"> <li>• an adopted child;</li> <li>• a foster child;</li> <li>• a stepchild; and</li> <li>• an ex nuptial child.</li> </ul>
<b>City of Newcastle (CN)</b>	means Newcastle City Council ABN 25 242 068 129.
<b>Closed adoption</b>	means an adoption where the record of the biological parent(s) is kept sealed and the adopted child is prevented from knowing the identity of the biological parent(s).
<b>Confined space</b>	means an enclosed or partially enclosed space that is not intended or designed primarily as a place of work; is at atmosphere pressure while persons are in it; may have an atmosphere with potentially harmful contaminants, an unsafe level of oxygen or stored substances that may cause engulfment and may (but need not) have restricted means of entry and exit.
<b>Council</b>	means a Municipal, City, Shire, County Council or Council within NSW as defined in the <i>Local Government Act 1993</i> . This definition will be read subject to the allocation of responsibilities as specified in the <i>Local Government Act 1993 (NSW)</i> .
<b>Days</b>	unless otherwise specified, any reference to 'days' will mean calendar days.
<b>De facto partner</b>	means a person who lives with the employee as the employee's partner on a genuine domestic basis although not legally married to the employee.
<b>Employer</b>	means Newcastle City Council/ City of Newcastle.
<b>Employee(s)</b>	means employee(s) of Newcastle City Council/ City of Newcastle who are covered by this Agreement.
<b>Entertainment, Events, Theatres and Hospitality employees (EETH)</b>	means those employees who perform this kind of work at Council-owned or operated venues (e.g. the Civic Theatre) or at events organised by Council and does not include Engagement, Economic and Destination employees, Management, Administration, Clerical and Finance employees, City Hall Commissionaires or Cleaners.
<b>Group training business</b>	means a bona fide group training business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/ or person) which has as its business function, or one of its business functions, to supply apprentices and/ or trainees to the employer for the purpose of such employees performing work or services as an apprentice or trainee for that employer.

## Schedule 1: Definitions (Cont.)

Term	Meaning
<b>Immediate family</b>	<p>means:</p> <ul style="list-style-type: none"> <li>• a spouse or de facto partner, child, parent, grandparent, grandchild or sibling of the employee;</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• a child, parent, grandparent, grandchild or sibling of a spouse or a de facto partner of the employee.</li> <li>• The exception to this definition is for Bereavement Leave which is set out in Subclause 32.7 - Bereavement Leave.</li> </ul>
<b>Inclement Weather</b>	<p>means it is unsafe or unreasonable for an employee to work because of severe weather conditions. Examples include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Heavy or continuous rain or storms</li> <li>• Extreme heat or cold</li> <li>• Hail or high winds, severe dust storms and/ or bush fire smoke.</li> </ul>
<b>IRC</b>	means the New South Wales Industrial Relations Commission.
<b>Labour hire business</b>	<p>means a bona fide labour hire business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/ or person) which supplies staff employed or engaged by it to the employer on an on-hire basis for the purpose of such staff performing work or services for that employer. Provided that a business is not a labour hire business if:</p> <ul style="list-style-type: none"> <li>• the staff of that business are not performing the specific duties of a position(s) covered by the employer's organisation structure;</li> <li>• the business is providing professional business services which cannot reasonably be fulfilled by the employer's employees, for a specified period of time or for a specific task (for example, legal, financial or accounting services);</li> <li>• the business is a bona fide contractor providing both equipment and employees to the employer; or</li> <li>• the business is another entity covered by this Award.</li> </ul>
<b>Long-term foster care</b>	means foster care placements for longer than 6 months. Long-term placements usually refer to situations where the child is not expected to return to their family.
<b>Manager/ Direct Manager</b>	means the person that you directly report to. This may be a Manager/ Supervisor/ Coordinator/ Team Leader/ Supervisor etc.
<b>Night Project Work</b>	Means work that is temporarily performed outside of your normal roster to perform night work on a project for a set period of time.
<b>Night Shift</b>	<p>Means a shift that:</p> <ul style="list-style-type: none"> <li>• commences outside your normal span of hours for your work area; and</li> <li>• commences either before, at or after midnight: and</li> <li>• works past 12 midnight and before the commencement of the normal span of hours for your work area.</li> </ul>
<b>On call</b>	means an employee required by the employer to be, available for duty outside of ordinary work hours, at all times in order to attend emergency and/ or breakdown work and/ or supervise the call out of other employees.
<b>One-off payment</b>	Means a one-off payment made by CN to you as specified in Clause 10 of this Agreement.

## Schedule 1: Definitions (Cont.)

Term	Meaning
<b>Ordinary Time Rate of Pay</b>	means the employee's Salary Point and Step rate of pay divided by their respective ordinary hours in clauses 22.1 or 22.2.
<b>Ordinary Pay</b>	<p>means remuneration for the employee's normal weekly number of hours of work calculated at the Ordinary Time Rate of Pay. Ordinary Pay will include, but not be limited to the following penalties and allowances where regularly received:</p> <ul style="list-style-type: none"> <li>• Saturday and Sunday penalty rates</li> <li>• Shift Allowance</li> <li>• Special Conditions Allowance</li> <li>• Emergency Warden Allowance</li> <li>• Work Area Allowance</li> <li>• Childcare Employees - Changing Nappy Allowance</li> <li>• Community Language and Signing Work Allowance</li> <li>• Tool Allowance</li> <li>• On Call Allowance</li> <li>• Civil Liability Allowance</li> <li>• Waste Collections Allowance</li> </ul> <p>The following allowances will be excluded from the composition of Ordinary Pay:</p> <ul style="list-style-type: none"> <li>• Overtime payments</li> <li>• Follow the Job Allowance</li> <li>• Confined Space Allowance</li> <li>• Private Vehicle Use Allowance</li> <li>• Meal Allowances</li> </ul>
<b>Our</b>	means Newcastle City Council's/ City of Newcastle's.
<b>Paid Parental Leave (PPL)</b>	means leave associated with the employee or the employee's spouse or de facto partner giving birth.
<b>PPL instalments</b>	means instalments paid during the Paid Parental Leave period under the Paid Parental Leave Act 2017 (Cth). The payment is 18 weeks of Government-funded pay at the national minimum wage. To receive the Government-funded Paid Parental Leave the employee needs to apply to the Department of Human Services. They will determine eligibility for the payments. If eligible Department of Human Services will contact City of Newcastle with payment information.
<b>Paid Parental Leave (make-up pay)</b>	<p>means the employee's Ordinary Pay, inclusive of PPL instalments.</p> <p>For casual employees, Ordinary Pay will be calculated by averaging ordinary time earnings in the 12 months immediately prior to commencing paid parental leave.</p> <p>For part-time employees who work a varying number of ordinary hours for 6 months or more in the 12 month period immediately before the leave commences, pay will be calculated by averaging the Ordinary Pay during the 12 month period.</p>
<b>Paid Parental Leave</b>	<p>means Ordinary Pay exclusive of PPL instalments.</p> <p>For casual employees or part-time employees, Ordinary Pay will be calculated by the same method of averaging weekly Ordinary Pay as set out in the definition for Paid Parental Leave (make-up pay).</p>
<b>Paid Special Maternity Leave</b>	means leave taken by the employee where the pregnancy ends within 24 weeks of the expected date of birth (other than by the birth of a living child), or where they suffer illness related to their pregnancy, and are not then on Paid Maternity Leave; provided that a medical practitioner certifies such leave to be necessary before the return to work.

## Schedule 1: Definitions (Cont.)

Term	Meaning
<b>Registered Assistance Animal</b>	means an 'assistance animal' is defined in a manner consistent with section 9 of the <i>Disability Discrimination Act 1992 (Cth)</i> to be guide dogs, hearing assistance dogs and trained animals (excluding working dogs) that are trained: <ul style="list-style-type: none"> <li>(a) to assist a person with a disability to alleviate the effect of the disability; and</li> <li>(b) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.</li> </ul>
<b>Salary Point</b>	means your applicable pay rate for your evaluated Position Description as set out in Schedule 3.
<b>Salary Step</b>	means your applicable horizontal progression pay rate within a Salary Point as set out in Schedule 3.
<b>Season</b>	means a period determined each year by City of Newcastle to provide lifeguard services to patrol beaches in the Newcastle LGA.
<b>Seasonal lifeguard employee</b>	means a person who has completed 2 consecutive seasons of employment with City of Newcastle in the position of Seasonal Lifeguard. Only employees covered by term contracts of a minimum 30 week duration are covered by this Agreement.
<b>Service Unit Manager</b>	means employees who have been appointed as a Service Unit Manager within the organisation structure at City of Newcastle. This position is a Level 3 Manager and reports directly to a Director.
<b>Significant effects</b>	include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for the alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.
<b>Substantive Position</b>	means the primary position you are employed in at CN. It does not mean a position you are acting in or seconded to. If you hold multiple positions, it means the position in which you perform the most hours of work.
<b>The parties</b>	means the Unions and Newcastle City Council/ City of Newcastle.
<b>Union</b>	means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers' Association of New South Wales (LGEA); and the Development and Environmental Professionals' Association (depa).
<b>Us</b>	means Newcastle City Council/ City of Newcastle.
<b>Waste Collections Team</b>	are responsible for the in-house delivery of domestic, green and bulk waste collection services. The team includes the positions set out as follows: <ul style="list-style-type: none"> <li>• Motor Vehicle Driver – One Person Collection</li> <li>• Motor Vehicle Driver – Support</li> <li>• Offsider – Support Vehicle</li> <li>• Relief Motor Vehicle Driver – Offsider</li> <li>• General Hand</li> </ul>

# Schedule 1: Definitions (Cont.)

Term	Meaning
<b>We</b>	means Newcastle City Council/ City of Newcastle.
<b>Winter season</b>	means the period outside of the season determined by City of Newcastle.
<b>You</b>	means an employee of Newcastle City Council/ City of Newcastle who is covered by this Agreement.
<b>Your</b>	means the employee's.

# Schedule 2: Signatories to the Agreement

Signatories

**Signed for and on behalf of**  
NEWCASTLE CITY COUNCIL by its Chief Executive Officer in the presence of:

.....  
(Chief Executive Officer)                      (Witness)                      Date

Signed for and on behalf of the  
UNITED SERVICES UNION by its General Secretary in the presence of:

.....  
(General Secretary)                      (Witness)                      Date

Signed for and on behalf of the  
LOCAL GOVERNMENT ENGINEERS ASSOCIATION by its Director in the presence of:

.....  
(Director)                      (Witness)                      Date

Signed for and on behalf of the  
DEVELOPMENT AND ENVIROMENTAL PROFESSIONALS' ASSOCIATION by its Secretary  
in the presence of:

.....  
(Secretary)                      (Witness)                      Date

## Schedule 3: Monetary Rates and Allowances

### Schedule 3 – Table 1– Rates of Pay 2022 (Fortnightly)

Effective first full pay period on or after 1 July 2022

Salary Points	Step 1 DEVELOPING	Step 2 PERFORMING	Step 3 ADVANCED	Step 4 HIGHLY ADVANCED	Step 5 EXTENSION
SP22	6,686.00	6,892.79	7,099.57	7,306.36	7,513.14
SP21	6,128.11	6,317.64	6,507.17	6,696.70	6,886.23
SP20	5,635.59	5,809.88	5,984.18	6,158.47	6,332.77
SP19	5,199.13	5,359.92	5,520.72	5,681.52	5,842.32
SP18	4,810.89	4,959.68	5,108.47	5,257.26	5,406.05
SP17	4,466.80	4,604.95	4,743.10	4,881.25	5,019.40
SP16	4,161.36	4,290.07	4,418.77	4,547.47	4,676.17
SP15	3,875.97	3,995.85	4,115.72	4,235.60	4,355.47
SP14	3,623.27	3,735.33	3,847.39	3,959.45	4,071.51
SP13	3,401.82	3,507.03	3,612.24	3,717.45	3,822.66
SP12	3,203.29	3,302.36	3,401.43	3,500.50	3,599.58
SP11	3,029.58	3,123.28	3,216.98	3,310.67	3,404.37
SP10	2,876.14	2,965.10	3,054.05	3,143.00	3,231.95
SP9	2,755.15	2,840.36	2,925.57	3,010.78	3,095.99
SP8	2,645.38	2,727.20	2,809.02	2,890.83	2,972.65
SP7	2,547.78	2,626.58	2,705.38	2,784.18	2,862.97
SP6	2,459.26	2,535.32	2,611.38	2,687.44	2,763.50
SP5	2,384.80	2,458.56	2,532.31	2,606.07	2,679.83
SP4	2,320.37	2,392.14	2,463.90	2,535.67	2,607.43
SP3	2,263.10	2,333.09	2,403.08	2,473.07	2,543.07
SP2	2,215.85	2,284.39	2,352.92	2,421.45	2,489.98
SP1	2,172.91	2,240.11	2,307.31	2,374.52	2,441.72

## Schedule 3: Monetary Rates and Allowances (Cont.)

### Schedule 3 – Table 2 - Trainees and Apprentices (Fortnightly)

Effective first full pay period on or after 1 July 2022

Pay Point	% of Pay Point 7	Employment Categories	Hourly Rate	Fortnight Rate	Yearly	Weekly
T (i)	50%	Apprentice Year 1 Trainee - School Certificate Year 1	17.2801	1,313.2903	34,276.88	656.65
T (ii)	60%	Apprentice Year 2 Trainee - School Certificate Year 2	20.7362	1,575.9484	41,132.25	787.97
T (iii)	70%	Apprentice Year 3 Trainee - School Certificate Year 3 Trainee - High School Certificate Year 1	24.1922	1,838.6064	47,987.63	919.30
T (iv)	80%	Apprentice Year 4 Trainee - School Certificate Year 3 Trainee - High School Certificate Year 2	27.6482	2,101.2645	54,843.00	1,050.63
T (v)	85%	Trainee - High School Certificate Year 3	29.3762	2,232.5935	58,270.69	1,116.30
T (vi)	90%	Trainee - High School Certificate Year 4	31.1042	2,363.9225	61,698.38	1,181.96
T (vii)	95%	Trainee - High School Certificate Year 5	32.8323	2,495.2516	65,126.07	1,247.63
T (viii)	100%	Trainee - High School Certificate Year 6	34.5603	2,626.5806	68,553.75	1,313.29

**Note:**

- Commencement level depends on education and experience for all classifications.
- Trainees (indentured and non-indentured) must satisfy both academic and operational requirements to progress from year to year.



## Schedule 3: Monetary Rates and Allowances (Cont.)

### Schedule 3 – Table 3 – Rates of Pay 2023 (Fortnightly)

Effective first full pay period on or after 1 July 2023, increase 3.6%

Salary Points	Step 1 DEVELOPING	Step 2 PERFORMING	Step 3 ADVANCED	Step 4 HIGHLY ADVANCED	Step 5 EXTENSION
SP22	6,926.70	7,140.93	7,355.16	7,569.38	7,783.61
SP21	6,348.72	6,545.07	6,741.43	6,937.78	7,134.13
SP20	5,838.47	6,019.04	6,199.61	6,380.18	6,560.75
SP19	5,386.30	5,552.88	5,719.47	5,886.05	6,052.64
SP18	4,984.08	5,138.23	5,292.38	5,446.52	5,600.67
SP17	4,627.61	4,770.73	4,913.85	5,056.97	5,200.09
SP16	4,311.17	4,444.51	4,577.84	4,711.18	4,844.51
SP15	4,015.51	4,139.70	4,263.89	4,388.08	4,512.27
SP14	3,753.71	3,869.80	3,985.90	4,101.99	4,218.09
SP13	3,524.29	3,633.29	3,742.28	3,851.28	3,960.28
SP12	3,318.61	3,421.25	3,523.88	3,626.52	3,729.16
SP11	3,138.64	3,235.71	3,332.79	3,429.86	3,526.93
SP10	2,979.68	3,071.84	3,163.99	3,256.15	3,348.31
SP9	2,854.33	2,942.61	3,030.89	3,119.17	3,207.45
SP8	2,740.62	2,825.38	2,910.14	2,994.90	3,079.66
SP7	2,639.50	2,721.14	2,802.77	2,884.41	2,966.04
SP6	2,547.79	2,626.59	2,705.39	2,784.18	2,862.98
SP5	2,470.65	2,547.06	2,623.47	2,699.89	2,776.30
SP4	2,403.91	2,478.25	2,552.60	2,626.95	2,701.30
SP3	2,344.57	2,417.08	2,489.59	2,562.11	2,634.62
SP2	2,295.63	2,366.62	2,437.62	2,508.62	2,579.62
SP1	2,251.13	2,320.76	2,390.38	2,460.00	2,529.62

## Schedule 3: Monetary Rates and Allowances (Cont.)

### Schedule 3 – Table 4 - Trainees and Apprentices (Fortnightly)

Effective first full pay period on or after 1 July 2023 increase 3.6%

Pay Point	% of Pay Point 7	Employment Categories	Hourly Rate	Fortnight Rate	Yearly	Weekly
<b>T (i)</b>	50%	Apprentice Year 1 Trainee - School Certificate Year 1	19.4367	1,360.5687	35,510.84	680.28
<b>T (ii)</b>	60%	Apprentice Year 2 Trainee - School Certificate Year 2	23.3240	1,632.6825	42,613.01	816.34
<b>T (iii)</b>	70%	Apprentice Year 3 Trainee - School Certificate Year 3 Trainee - High School Certificate Year 1	27.2114	1,904.7962	49,715.18	952.40
<b>T (iv)</b>	80%	Apprentice Year 4 Trainee - School Certificate Year 3 Trainee - High School Certificate Year 2	31.0987	2,176.9100	56,817.35	1,088.45
<b>T (v)</b>	85%	Trainee - High School Certificate Year 3	33.0424	2,312.9669	60,368.44	1,156.48
<b>T (vi)</b>	90%	Trainee - High School Certificate Year 4	34.9861	2,449.0237	63,919.52	1,224.51
<b>T (vii)</b>	95%	Trainee - High School Certificate Year 5	36.9297	2,585.0806	67,470.60	1,292.54
<b>T (viii)</b>	100%	Trainee - High School Certificate Year 6	38.8734	2,721.1375	71,021.69	1,360.57

## Schedule 3: Monetary Rates and Allowances (Cont.)

Schedule 3 – Table 5 – Allowances

Item #	Allowance	Frequency	Effective F.F.P.P 1 July 2022 2%	Effective F.F.P.P 1 July 2023
<b>SUBCLAUSE 19.2 - PRIVATE VEHICLE USE ALLOWANCE</b>				
1.0	Vehicle less than 2.5 litres	Per kilometre	\$ 0.78	
2.0	Vehicle 2.5 litres and over		\$ 0.85	
<b>SUBCLAUSE 19.4 - FOLLOW THE JOB ALLOWANCE</b>				
3.0	Follow The Job Allowance	Per day	\$ 8.33	
<b>SUBCLAUSE 19.6 - TOOL ALLOWANCE</b>				
4.0	Carpenter/ Plumber	Per week	\$ 35.93	
5.0	Motor Mechanic/ Mechanical Fitter		\$ 35.93	
6.0	Bricklayer/ Plaster		\$ 25.82	
7.0	Metal Fabrication/ Boilermaker		\$ 28.55	
8.0	Painter/ Sign writer		\$ 9.30	
9.0	Refrigeration Mechanic		\$ 35.93	
10.0	Value of Tools		\$ 1,778.40	
<b>SUBCLAUSE 19.7 - SPECIAL CONDITIONS ALLOWANCE</b>				
11.0	Asphaltic concrete	Per day	\$ 7.73	
12.0	Oxy Viva	Per day	\$ 1.83	
13.0	First Aid	Per week	\$ 15.72	
14.0	Chief Warden	Per day	\$ 4.22	
15.0	Deputy Warden		\$ 3.66	
16.0	Warden		\$ 2.99	
<b>SUBCLAUSE 19.8 - WORK AREA ALLOWANCE</b>				
17.0	Bricklayers	Per week	\$ 8.33	
18.0	Carpenters		\$ 8.33	
19.0	Painters and Signwriters		\$ 8.33	
20.0	Plumbers		\$ 19.87	
21.0	Urban Trees		\$ 16.59	
22.0	Pest and Weed		\$ 24.93	
23.0	Street & Gutter - Broom Operators Day		\$ 12.41	
24.0	Street & Gutter - Eductor		\$ 24.93	
25.0	Street & Gutter - Field Workers		\$ 12.41	
26.0	Classified Roads - Field Workers		\$ 8.33	
27.0	Classified Roads - Motor Vehicle Driver		\$ 8.33	

## Schedule 3: Monetary Rates and Allowances (Cont.)

Schedule 3 – Table 5 – Allowances (Cont.)

Item #	Allowance	Frequency	Effective F.F.P.P 1 July 2022 2%	Effective F.F.P.P 1 July 2023
<b>SUBCLAUSE 19.8 - WORK AREA ALLOWANCE (Cont.)</b>				
28.0	Rapid Response Unit	Per week	\$ 8.33	
29.0	Fleet Operations - Trade Labourers		\$ 8.33	
30.0	Fleet Operations - Motor Vehicle Driver		\$ 16.59	
31.0	Road Maintenance - Field Workers		\$ 8.33	
32.0	Road Maintenance - Motor Vehicle Driver		\$ 8.33	
33.0	Road Maintenance - Plant Operator		\$ 8.33	
34.0	Road Construction - Field Workers		\$ 8.33	
35.0	Road Construction - Motor Vehicle Driver		\$ 8.33	
36.0	Road Construction - Plant Operator		\$ 8.33	
37.0	Parks Maintenance - Plant Operator		\$ 8.33	
38.0	Parks Maintenance - Field Workers		\$ 8.33	
<b>SUBCLAUSE 19.9 - CHILDCARE EMPLOYEE - CHANGING NAPPIES</b>				
39.0	Child Employees - Changing Nappies Allowance	Per hour	\$ 0.45	
<b>SUBCLAUSE 19.9 - CHILDCARE EMPLOYEE - CHANGING NAPPIES</b>				
13.0	First Aid	Per week	\$ 15.72	
<b>SUBCLAUSE 19.10 - CONFINED SPACE ALLOWANCE</b>				
40.0	Confined Space Allowance	Minimum	\$ 3.11	
41.0	Confined Space Allowance	Per hour	\$ 0.74	
<b>SUBCLAUSE 19.11 - COMMUNITY LANGUAGE AND SIGNING WORK ALLOWANCE</b>				
42.0	Community Language And Signing Work Allowance	Per week	\$ 24.13	

## Schedule 3: Monetary Rates and Allowances (Cont.)

Schedule 3 – Table 5 – Allowances (Cont.)

Item #	Allowance	Frequency	Effective F.F.P.P 1 July 2022 2%	Effective F.F.P.P 1 July 2023
<b>SUBCLAUSE 19.15 - SHIFT ALLOWANCE</b>				
43.0	2 or 3 Shift Allowance	Per day	\$ 25.68	
44.0	Early Morning Shift Allowance - ordinary hours which commence at or after 4.00am and before 5.30am, Monday to Friday, except public holidays		\$ 10.63	
45.0	Broken Shift Allowance		\$ 17.81	
46.0	Late Shift Allowance - ordinary hours, rostered shift finishing after 6.30pm and at or before mid- night	Per shift	\$ 25.68	
47.0	IT Overnight Shift Allowance		\$ 25.68	
48.0	Meal Allowance		\$ 11.66	
49.0	On Call Allowance	Per week	\$ 197.10	
50.0	Civil Liability		\$ 0.04	
<b>SUBCLAUSE 21.4 - WASTE COLLECTION ALLOWANCE</b>				
51.0	Side load driver or other person driving a side load vehicle	Per shift - maximum 5 shifts/ week	\$ 36.72	
52.0	Rear loader driver (or other person driving a rear load vehicle), general hand, wash bay attendant, or offsider	Per shift - maximum 5 shifts/ week	\$ 23.60	

## Schedule 3: Monetary Rates and Allowances (Cont.)

### Schedule 3 - Table 6 - Skills/ Qualifications Allowances

This is Appendix B of the former Newcastle City Council Award 2006

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Municipal Employees' Newcastle (Wages Division) Award published 8 November 1989

(258 I.G. 365), as varied - clause 7 Extra Allowances.

- (i) Subclause (v) regarding Electrical Fitter/ Mechanic.
  - (ii) Subclause (vi) regarding driving vehicles to which equipment is attached.
  - (iii) Subclause (xxiv) regarding Gardeners and etc, holding Horticultural Certificates and Greenkeeping Course qualifications.
  - (iv) Subclause (xxv) regarding employees using oxy- viva resuscitation units.
  - (v) Subclause (xxvi) regarding Plumbers' Registration Certificate.
  - (vi) Subclause (xxvii) regarding Beach Inspectors and Pool Attendants in possession of a First Aid Certificate.
  - (vii) Subclause (xxviii) regarding Plant Operator Field Service and Adjustment Allowance.
  - (viii) Subclause (xxx) regarding Power Boat Allowance for Beach Inspectors.
  - (ix) Subclause (xxxi) regarding Crane Chaser's Allowance.
  - (x) Subclause (xxxii) regarding Crane Driver's Allowance.
  - (xi) Subclause (xxxiii) regarding LPG Allowance for Plumbers.
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Municipal Employees' Newcastle (Salaried Division) Award published 8 November 1989 (260 I.G. 721) as varied - clause 6 Allowances regarding employees holding a Horticultural Certificate or a Greenkeeping course qualification.

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Health Surveyors' Newcastle Award published 3 April 1985 (237 I.G. 1) - paragraph (a) of clause 6 Salaries regarding qualification allowances for Trainee Health Surveyors.

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## Schedule 4: Attachments

### - Local Government (State) Award 2020

**Note:** Where reference is made within the below schedule attachments to an Award clause which has been replaced by a clause in the *City of Newcastle Enterprise Agreement 2023*, the replacement clause is referenced in brackets in the Attachments.

- 4.1 Annualised Salaries**
  - Clause 13 - Local Government (State) Award 2020.
- 4.2 Salary Sacrifice**
  - Clause 14 - Local Government (State) Award 2020.
- 4.3 Civil Liability - Engineering Professionals**
  - Clause 16 (xv) - Allowances, Additional Payments and Expenses
  - Local Government (State) Award 2020.
- 4.4 Accreditation of employees as Chartered Professional Engineers and Accreditation of employees by the Building Professionals Board**
  - Clause 16 (xvi) (xvii) - Allowances, Additional Payments and Expenses
  - Local Government (State) Award 2020.
- 4.5 Motor Vehicle Arrangements**
  - Clause 17 (B) and (C) - Local Government (State) Award 2020.
- 4.6 Part-time Employment**
  - Clause 26 - Local Government (State) Award 2020.
- 4.7 Job Share Employment**
  - Clause 28 - Local Government (State) Award 2020.
- 4.8 Excess Hours Agreements**
  - Clause 20 (B) - Local Government (State) Award 2020.
- 4.9 Long Service Leave**
  - Clause 22 (E) - Leave Provisions - Local Government (State) Award 2020.
- 4.10 Anti-Discrimination**
  - Clause 3 - Local Government (State) Award 2020.
- 4.11 Council Agreements**
  - Clause 43 - Local Government (State) Award 2020.
- 4.12 Leave Reserved**
  - Clause 45 - Local Government (State) Award 2020.
- 4.13 Disciplinary Procedures**
  - Clause 37 - Local Government (State) Award 2020.

## Schedule 4.1: Attachment - Annualised Salaries - Local Government (State) Award 2020

### 13. ANNUALISED SALARIES

#### (i) Annual salary instead of award provisions

Notwithstanding any other provision of this Award, the employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all payments arising under the following provisions of the Award:

- (a) Rates of Pay – clause 6 (Replaced by *Clause 10* of this Agreement - *What will I be paid?*)
- (b) Use of Skills – clause 8 (Replaced by *Clause 12* of this Agreement - *Resourcing and Use of Skills*)
- (c) Performance Evaluation and Reward – clause 10 (Replaced by *Clause 13 Our Salary System of this Agreement - What are the leave reserved provisions?*)
- (d) Payment for Relief Duties/ Work – clause 11 (Replaced by *Clause 16* of this Agreement - *What do I get paid if I work in another role?*)
- (e) Salary Sacrifice – clause 14 (Replaced by *Clause 17* of this Agreement - *Can I salary sacrifice?*)
- (f) Allowances, Additional Payments and Expenses – clause 16 (Replaced by *Clause 19* of this Agreement - *What allowances and reimbursements can I get paid for?*)
- (g) Residence – clause 18 (Replaced by *Clause 44* of this Agreement - *What are the Residence arrangements?*)
- (h) Hours of Work – clause 19 (Replaced by *Clause 22* of this Agreement - *What are my hours of work?*)
- (i) Overtime – clause 20 (Replaced by *Clause 24* of this Agreement - *What will I be paid if I am required to work overtime?*)
- (j) Holidays – clause 21 (Replaced by *Clause 25* of this Agreement - *Which days are public holidays?*)

#### (ii) Annual salary not to disadvantage employees

- (a) 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).
- (b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.
- (c) Employees shall not be denied the opportunity to apply for new or vacant positions as a result of the operation of this clause.



## Schedule 4.1: Attachment - Annualised Salaries - Local Government (State) Award 2020 (Cont.)

- (iii) An annual salary agreement must:
  - (a) be in writing and signed by both parties;
  - (b) state the date on which the arrangement commences;
  - (c) be provided to the employee;
  - (d) 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, taking account of the value of the provision of matters not comprehended by the award such as private use of an employer provided motor vehicle;
  - (e) be subject to an annual review;
  - (f) contain details of any salary package arrangements, including the annual salary that is payable;
  - (g) contain details of any other non- salary benefits provided to the employee such as an employer provided motor vehicle;
  - (h) contain details of any performance pay arrangements and performance measurement indicators;
  - (i) contain the salary for the purposes of accident make up pay (if applicable); and
  - (j) contain the award band and level for the role.
  
- (iv) An annual salary agreement may be terminated:
  - (a) by the employer or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the employee.
  
- (v) On termination of an annual salary agreement, the employee will revert to the Award entitlements unless a new annual salary agreement is reached.
  
- (vi) Notwithstanding the above, annualised salary arrangements entered into prior to 1 July 2014 may continue to operate in accordance with their terms.

## Schedule 4.2: Attachment - Salary Sacrifice - Local Government (State) Award 2020

### 14. SALARY SACRIFICE

- (i) The employer and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed include, but shall not be limited to, child care facilities operated by the employer on its premises; and additional superannuation and motor vehicles supplied by the employer under lease back arrangements where the amount to be salary sacrificed for leaseback of the employer's motor vehicle is that part of the lease back fee that exceeds the employer's fringe benefit tax liability.
- (iii) The value of the benefits shall be agreed between the employer and employee and shall include fringe benefits tax where applicable.
- (iv) (a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both the employer and the employee.  
  
(b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the employer shall not unreasonably refuse the request.
- (v) The employee's gross pay is their pre tax Ordinary Pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- (vi) The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (vii) The value of salary sacrifice benefits and applicable fringe benefits tax shall be Ordinary Pay for calculating overtime and termination payments.
- (viii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (ix) (a) The employer will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.  
  
(b) The employer has the right to vary and/ or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (x) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (xi) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (xii) The employer may maintain and/ or enter into other salary sacrifice arrangements with employees.

## Schedule 4.3: Attachment - Civil Liability - Engineering Professionals - Local Government (State) Award 2020

### Clause 16

#### (xv) Civil Liability - Engineering Professionals

- (a) Subject to this clause, engineering professionals directly involved in the application of engineering principles to the asset management of the employer's assets that give rise to liability under the *Civil Liability Act 2002 (NSW)* shall be paid a 3.5% allowance in addition to the weekly salary system rate of pay.
- (b) This allowance was introduced to ensure that engineering professionals whose work value had changed in response to the *Civil Liability Act 2002 (NSW)* are paid for that change in work value. This allowance applies to functional management positions as well as engineering professionals working in asset management at the operational level.
- (c) This allowance is not payable where such responsibilities and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the employer.
- (d) Direct involvement in the application of engineering principles to the management of the employer's assets includes:
- the planning for;
  - designing;
  - maintenance;
  - replacing;
  - rehabilitation; or
  - disposing
- of the employer's assets which may give rise to liability under the *Civil Liability Act 2002 (NSW)*.
- (e) To qualify for the payment of this allowance the position in question must be evaluated in accordance with the skill descriptors for Professional/ Specialist Band 3 or Executive Band 4 of the Award.
- (f) The parties to the Award acknowledge that implementation of this allowance has been guided by the *Joint Statement on the Implementation of the Civil Liability Allowance* issued by the parties in October 2007. The parties remain committed to this document as a guide for the application of the allowance.
- (g) From 1 January 2015, claims for the payment of the civil liability allowance under this clause shall be made within 30 days of the work being performed, and any claims for back-payment of the civil liability allowance shall be limited to the date on which the employee made the claim. This sub clause does not apply where it can be demonstrated that the employer incorrectly made representations to an employee that the civil liability allowance had already been paid for in accordance with their rate of pay and/ or the salary system established by the employer.
- (h) This clause shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the Award was varied to give effect to this clause.

## Schedule 4.4: Attachment - Accreditation of employees as Chartered Professional Engineers & Accreditation of employees by the Building Professionals Board - Local Government (State) Award 2020

### Clause 16

#### (xvi) Accreditation of employees as Chartered Professional Engineers

- (a) Where an engineering employee is required by the employer to be accredited as a Chartered Professional Engineer the employer shall:
  - (1) pay the reasonable costs associated with obtaining and/ or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/ course fees, and
  - (2) grant leave, without loss of pay, to attend course requirements in accordance with subclause (iv) of Clause 31, Training and Development, of this Award.
- (b) Subclause (a) shall continue to be observed while the employee is on paid leave and/ or unpaid parental leave.
- (c) The employer may grant an engineering employee undertaking a course to obtain accreditation as a Chartered Professional Engineer, although not at the employer's request, assistance in accordance with subclause (v) of Clause 31 of this Award.

#### (xvii) Accreditation of employees by the Building Professionals Board

- (a) Where an employee is required by the employer to be accredited by the Building Professionals Board under the *Building Professionals Act 2005 (NSW)* the employer shall:
  - (1) pay the reasonable costs associated with obtaining and/ or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/ course fees, and
  - (2) grant paid leave to attend course requirements in accordance with subclause (iv) of Clause 31, Training and Development, of this Award.
- (b) Subclause (a) shall continue to be observed while the employee is on paid leave and/ or unpaid parental leave.

## Schedule 4.5: Attachment - Motor Vehicle Arrangements - Local Government (State) Award 2020

### 17. MOTOR VEHICLE ARRANGEMENTS

#### B. LEASEBACK VEHICLES

##### (i) GENERAL

The parties to this Award recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless it was clearly identified that it was not being provided on such a basis at the time that it was provided.

##### (ii) TERMINATION OF LEASEBACK VEHICLE ARRANGEMENT

- (a) **Condition of employment** – Unless otherwise provided in this clause, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.
- (b) **Not a condition of employment** – Unless otherwise provided, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, the employer shall give a minimum of six (6) months written notice of termination of the arrangement.

Notwithstanding the above, where the leaseback vehicle agreement was entered into prior to 1 November 2010, the employer shall give a minimum of 12 months' notice to terminate the agreement.

- (c) **Other** – The employer may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with the employer that does not include access to a leaseback vehicle. The employer may also terminate or suspend a leaseback vehicle arrangement where an employee is demoted, for the period of demotion, provided that at least two weeks' notice is given.

##### (iii) VARIATION OF LEASEBACK VEHICLE ARRANGEMENTS

- (a) **Variations to leaseback arrangements** – Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fees shall be referred to the consultative committee in accordance with clause 32 of this Award, before a definite decision is made. (Replaced by *Clause 45* of this Agreement - *What is the Consultative Committee?*)
- (b) **Variations to leaseback fees** - Where an employer proposes to increase the leaseback fee an employee is required to pay in any twelve (12) month period by more than the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub- group (Cat No 64010), the employer shall provide in writing to the employee the reasons for the increase.

In any event the employer shall not increase the leaseback vehicle fee an employee is required to pay in any twelve (12) month period by more than 10%

This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).

- (c) **Variations in hours of work and/ or extended periods of absence** – Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, the employer and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/ or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (v) above shall not apply. In the absence of agreement, clause 35, Grievance and Disputes Procedures, shall apply. (Refer to *Schedule 4.14* of this Agreement - *Grievance and Disputes Procedures*).

#### C. NOVATED LEASES

A novated lease is a type of motor vehicle lease common in Australia between an employee, employer, and finance company, with the responsibility for the lease lying with the employee and the lease payments being made from the employee's pre- tax income.

The employer shall not make it a job requirement that an employee enter into a novated lease agreement for the use of a motor vehicle.

## Schedule 4.6: Attachment - Part-time Employment - - Local Government (State) Award 2020

### 26. PART-TIME EMPLOYMENT

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 18, Hours of Work of this Award. (Replaced by *Clause 22* of this Agreement - *What are my hours of work?*)
- (ii) Prior to commencing part-time work the employer and the employee shall agree upon the conditions under which the work is to be performed including:
  - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
  - (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 the employer. A copy of the conditions and any variations to them must be provided to the employee by the employer.
- (vi)
  - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
  - (b) In such cases the employer and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vii) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in clause 18, Hours of Work of this Award, the provisions of clause 19, Overtime, shall apply. (Replaced respectively by *Clause 22* of this Agreement - *What are my hours of work?* and *Clause 24* of this Agreement - *What will I be paid if I am required to work overtime?*)
- (viii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (ix) 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.
- (x) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

## Schedule 4.7: Attachment - Job Share Employment - Local Government (State) Award 2020

### 28. JOB SHARE EMPLOYMENT

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
  - (a) Job sharing shall be entered into by agreement between the employer and the employees concerned.
  - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) The employer and the job sharers shall agree on the allocation of work between job sharers.
- (iv)
  - (a) The ordinary hours of work of the position shall be fixed in accordance with clause 18, Hours of Work of this Award. (Replaced by *Clause 22* of this Agreement - *What are my hours of work?*)
  - (b) The job sharers in conjunction with the employer shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)
  - (a) In the absence of a job sharer the remaining job sharer(s) may be required by the employer to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
  - (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in clause 18, Hours of Work of this Award the provisions of clause 19, Overtime, shall apply. (Replaced respectively by *Clause 22* of this Agreement - *What are my hours of work?* and *Clause 24* of this Agreement - *What will I be paid if I am required to work overtime?*)
- (vii) The employer must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- (viii)
  - (a) Job sharers shall have access to all provisions of this Award including training and development.
  - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
  - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
  - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (ix) In the event of a job sharer vacating the position the employer shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (x) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the employer.

## Schedule 4.8: Attachment - Excess Hours Agreements - Local Government (State) Award 2020

### 20. OVERTIME

#### B. EXCESS HOURS AGREEMENTS

- (i) Subject to subclause (ii) of this clause, the employer and an individual employee in Professional/ Specialist Band 3 or Executive Band 4 may agree to an 'Excess Hours Agreement' whereby the employee is paid an allowance of at least ten (10) percent of the employee's weekly salary system rate of pay in substitution for all overtime penalties under this Award.
- (ii) An employee shall be entitled to overtime in accordance with Clause 19A of this Award (Replaced by Clause 24 of this Agreement - *What will I be paid if I am required to work overtime?*) where the employee is directed to work additional hours that are in excess of the hours of work reasonably contemplated by the employer and the employee at the time the Excess Hours Agreement was made. The hours of work reasonably contemplated by the employer and the employee shall be determined having regard to the quantum of the allowance paid.
- (iii) Where the employer and an engineering professional employee who satisfies the eligibility criteria for payment of the civil liability allowance at subclause 15(xv) of this Award (Replaced by *Subclause 12.2* of this Agreement - *Civil Liability Allowance*) agree to an Excess Hours Agreement, the employee shall continue to be paid the civil liability allowance in addition to any allowance that is payable under the Excess Hours Agreement.
- (iv) An Excess Hours Agreement is subject to the following conditions:
  - (a) An employee who can demonstrate that they are required to routinely work unpaid additional hours in order to fulfill the requirements of their position has the right to request, in writing, to enter into an Excess Hours Agreement. Where the employer does not agree to the request the employer shall discuss the request with the employee with a view to reaching agreement on:
    - (1) reasonable ways to reduce the excess unpaid hours or
    - (2) alternative ways of compensating the employee for the excess hours. In the event that no agreement is reached, the employer shall advise the employee, in writing, of the arrangements that will be made so that they are no longer required to work the excess hours.
  - (c) The employer and the individual employee must have genuinely made the Excess Hours agreement without coercion or duress.
  - (d) The Excess Hours Agreement must:
    - (1) be in writing;
    - (2) name the parties to the agreement and be signed by the employer and the individual employee;
    - (3) result in the employee being better off overall in comparison to the Award at the time the agreement is made than the employee would have been if no Excess Hours Agreement had been agreed to;
    - (4) state the date the agreement commences to operate.



## Schedule 4.8: Attachment - Excess Hours Agreements - Local Government (State) Award 2020 (Cont.)

- (e) The employee shall work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under their contract of employment, provided that the employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable. For the purposes of this subclause, what is unreasonable or otherwise will be determined having regard to:
- any risk to the employee;
  - the employee's personal circumstances including any family and carer responsibilities;
  - the needs of the workplace;
  - the notice, if any, given by the employer of the requirement for the employee to work additional hours and by the employee of their intention to refuse it; and
  - any other matter.
- (f) The employer may require the employee to attend work for the employer during core business hours and to attend meetings of the council/ employer and standing and/ or special committee meetings, provided that such requirement does not result in the employee working hours which are unreasonable.
- (g) The employer must give the individual employee a copy of the agreement and keep the original signed agreement as a time and wages record.
- (h) An employer seeking to enter into an agreement under this clause must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (v) An Excess Hours Agreement may be terminated:
- (a) by the employer or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.
- (vi) The allowance paid under this clause shall be paid for all purposes of the Award but shall not attract any penalty.

## Schedule 4.9: Attachment - Long Service Leave - Local Government (State) Award 2020

### Clause 22

#### E LONG SERVICE LEAVE

(i) (a) An employee shall be entitled to Long Service Leave at the ordinary rate of pay as follows: -

Length of service	Entitlement
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

(b) Where an employee has completed more than five years service with the employer and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 13 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

(c) Where an employee has completed more than five (5) years of service with the employer, the employee shall be entitled to apply for long service leave accrued between each completed five (5) years of service on a pro rata basis calculated monthly. Such an application shall not be unreasonably refused.

(ii)

(a) An employee who is entitled to long service leave may, with the consent of the employer, take long service leave:

- (1) on full pay; or
- (2) on half pay; or
- (3) on double pay.

(b) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

- (1) a period of leave on full pay – the number of days so taken; or
- (2) a period of leave on half pay – half the number of days so taken; or
- (3) a period of leave on double pay – twice the number of days so taken.

(c) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:

- (1) a period of leave on full pay – the number of days so taken; or
- (2) a period of leave on half pay – half the number of days so taken; or
- (3) a period of leave on double pay – the number of days so taken.

(d) Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

(iii)

(a) Long service leave shall be taken at a time mutually convenient to the employer and employee, provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due. The employer may direct an employee to take long service leave accrued on or after 23 June 1988 and not taken within five years of it falling due provided that at least four weeks' notice is given to the employee.

## Schedule 4.9: Attachment - Long Service Leave - Local Government (State) Award 2020 (Cont.)

- (b) Payment to an employee proceeding on long service leave shall be made by the employer at the employee's ordinary rate of pay calculated according to how the leave is taken (i.e. either full, half, or double Ordinary Pay) for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
  - (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- (iv)
- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other employer\* within New South Wales shall be deemed to be service with the employer by which the employee is currently employed.
  - (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one employer\* to another provided the period between cessation of service with one employer\* and appointment to the service of another employer\* does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one employer\* and appointment to the service of another employer\*.
- An employee who is entitled to long service leave, may, with the consent of the employer, cash out a particular amount of Excess Long Service Leave. 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*.
- Each cashing out of a particular amount of Excess Long Service Leave must be by separate agreement between the employer and the employee.
- (v) For the purpose of this clause, service shall include the following periods: -
    - (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of the employer.
    - (b) In the case of an employee, transferred to the service of an employer of a new or altered area - any period of service with the employer from which such employee was transferred.
    - (c) Service shall mean all service with the employer irrespective of the classification under which the employee was employed.
  - (vi) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by the employer as service at the time leave was taken.
  - (vii) When an employee transfers from one employer\* to another, the former employer\* shall pay to the newly employing employer\* the monetary equivalent of all long service leave accruing to the employee at the time of transfer, up to a maximum of five (5) years of accrual, calculated at the rate(s) of accrual applying to leave accrued in the five (5) years immediately prior to the transfer. By agreement between the former employer\* and the newly employing employer\*, more than the monetary equivalent of five (5) years of accrued long service leave may be transferred. 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. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with the employer(s)\*. A statement showing all prior continuous service with the employer(s)\* of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the employers\* Long Service Leave Record.

## Schedule 4.9: Attachment - Long Service Leave - Local Government (State) Award 2020 (Cont.)

- (viii) The employer\* which has received under subclause (vii) of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing employer(s)\* shall if the employee subsequently leaves the service of that employing employer\* to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing employer(s)\* the amount paid.
- (ix) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 20, Holidays of this Award (Replaced by *Clause 25* of this Agreement - *Which days are public holidays?*), occurring during the taking of any period of long service leave, provided that where a public holiday falls during a period where the employee has taken long service leave on half pay, the public holiday shall also be paid at half pay.
- (x) When the service of an employee is terminated by death the employer shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (xi) Where an employee's service is terminated at the end of a season or through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by the same employer within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

\* In relation to continuity of service and transfer of Long Service Leave entitlements, employer means all employers in local government in New South Wales or in the local government industry within New South Wales that are covered by Clause 44, Area, Incidence and Duration of *Local Government (State) Award 2020* and its successors.

## Schedule 4.10: Attachment - Anti-Discrimination - Local Government (State) Award 2020

### 3. ANTI-DISCRIMINATION

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996 (NSW)* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (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 section 56(d) of the *Anti-Discrimination Act 1977 (NSW)*;
  - (d) a party to this Award 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.

#### NOTES

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

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

## Schedule 4.11: Attachment - Council Agreements - Local Government (State) Award 2020

### 43. COUNCIL AGREEMENTS

- (i) The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the employer and its employees.
- (ii) The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
  - (a) the extent of the agreement shall be limited to the Award's Clause 9, Performance Evaluation and Reward; Clause 11, Payment of Employees; Clause 15, subclauses (xi) and (xii), Travelling and Camping Allowances; Clause 18, Hours of Work; Clause 19, Overtime; Clause 20, Holidays; Clause 25, Part time Employment; and Clause 27, Job Share Employment. (Replaced respectively with *Clause 48* of this Agreement - *What are the leave reserved provisions?*, *Clause 11* of this Agreement - *How and when will I be paid?*, *Clause 19.4* of this Agreement - *Follow the Job Allowance*, (Replaced respectively by *Clause 22* of this Agreement - *What are my hours of work?* and *Clause 24* of this Agreement - *What will I be paid if I am required to work overtime?*, *Subclause 2.12* of this Agreement - *Working Part Time and Job Share Employment*)
  - (b) the agreement does not provide less than the entry level rates of pay;
  - (c) the agreement is consistent with the *Industrial Relations Act 1996 (NSW)* and current wage fixing principles; and
  - (d) the agreement shall be processed in accordance with subclause (iii) of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- (iii) A council agreement shall be processed as follows:
  - (a) the unions shall be notified prior to the commencement of negotiations;
  - (b) the agreement has been genuinely arrived at by negotiation without compulsion;
  - (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration;
  - (d) the employer and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
  - (e) Any party to a council agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.
- (iv)
  - (a) termination of enterprise agreements shall apply to the termination of council agreements made in accordance with this clause, and a council agreement may be terminated in the same manner as an enterprise agreement.
  - (b) Where a council agreement is terminated at or after the end of its nominal term by the giving of written notice to each other party to the agreement, at least three (3) months' notice shall be given. The notice may be served before the end of the nominal term.
  - (c) Termination of a council agreement is not effective until all of the parties to the agreement have been given written notice of the approval to terminate or of service of the notice of intention to terminate.

## Schedule 4.12: Attachment - Leave Reserved - Local Government (State) Award 2020

### 45. LEAVE RESERVED

- (i) Leave is reserved for the parties to the Award to apply to vary tool allowances as set out in Clause 15(vi)(a) and compensation of tools as set out in Clause 15(vi)(d) of this Award in line with the *Crown Employees (Skilled Trades) Award*.
- (ii) Following any adjustment to the federal *Local Government Industry Award 2010*, leave is reserved for the parties to apply to amend the vehicle allowances as set out in Clause 16A(i), Clause 16A(ii) and Clause 15(x)(j) of this Award to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 64010).
- (iii) Following any adjustment to the federal *Local Government Industry Award 2010*, leave is reserved for the parties to apply to amend the meal allowance set out in Clause 15(xiv) to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, take away and fast foods sub-group (Cat No 64010).
- (iv) Leave is reserved for the parties to the Award to apply to vary the traineeship wage rates in Clause 30E(xii) in accordance with the pay scales derived from the federal *Local Government Industry Award 2010*.
- (v) Leave is reserved for the parties to the Award to apply to vary Clause 30, Junior and Trainee Employment, to reflect industry training needs.
- (vi) Leave is reserved for the parties to apply to vary the Award consistent with the principles of the Industrial Relations Commission of New South Wales in relation to the accreditation of employees by the Building Professionals Board.
- (vii) Leave is reserved for the parties to apply to vary the Award to reflect legislative changes that relate to parental leave.
- (viii) Leave is reserved for the parties to apply to vary Clause 16B(iii)(b), variations to leaseback fees, to reflect future changes to fringe benefits tax.
- (ix) Subject to the necessary legislative changes occurring, which the parties undertake to pursue, leave is reserved for the parties to apply to vary Clause 21D, Annual Leave, to provide that employees may, with the consent of the employer, take annual leave at either full, half or double pay.

## Schedule 4.13: Attachment - Disciplinary Procedures - Local Government (State) Award 2020

### 37. DISCIPLINARY PROCEDURES

#### A. EMPLOYEE'S RIGHTS

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and/ or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and/ or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and/ or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

#### B. EMPLOYER'S RIGHTS AND OBLIGATIONS

Notwithstanding the procedures contained below, the employer shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
  - (a) the suspension shall not be for longer than is reasonably necessary to conduct a proper investigation.
  - (b) the suspension shall be limited to circumstances where suspected unsatisfactory work performance or conduct, if substantiated, would constitute a serious breach of the employer's code of conduct, policies, procedures, or the employee's contract of employment.
  - (c) suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/ or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
  - (d) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
  - (e) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
  - (f) The employer shall not unreasonably refuse an application for paid leave under this provision.
  - (g) By agreement an employee may be transferred to another position or place of work.
- (ii) Be entitled to request the presence of an Association and/ or union representative at any stage.



## Schedule 4.13: Attachment - Disciplinary Procedures - Local Government (State) Award 2020 (Cont.)

### C. WORKPLACE INVESTIGATIONS

- (i) The parties to the Award have agreed on guidelines ("guidelines") concerning workplace investigations.
- (ii) Failure to comply with the guidelines may be used as evidence that a person or employer has failed to properly conduct or speedily conclude a workplace investigation. However, a person or employer cannot be prosecuted only because of a failure to comply with the guidelines.
- (iii) Upon becoming aware of possible unsatisfactory work performance or conduct by an employee the employer may decide to investigate.
- (iv) Workplace investigations are a process by which employers gather information to assist the employer to make an informed decision. Workplace investigations typically involve enquiring, collecting information and ascertaining facts.
- (v) When deciding whether to investigate possible unsatisfactory work performance or conduct, factors that the employer should consider include:
  - The seriousness of the possible unsatisfactory work performance or conduct;
  - How recent the possible unsatisfactory work performance or conduct occurred;
  - Potential implications in not undertaking an investigation; and
  - Whether there are any mitigating factors (for example drug/ alcohol dependency, health issues including mental health issues, or family/ domestic violence issues).
- (vi) Employers shall properly conduct and speedily conclude workplace investigations concerning possible unsatisfactory work performance or conduct.

### D. DISCIPLINARY PROCEDURES

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of the employer. The employer and employee will discuss the reason(s) for the unsatisfactory work performance or conduct including matters external to the workplace, and, where appropriate, measures to assist the employee to improve their work performance or conduct. Such measures may include, for example, training, counselling and provision of an Employee Assistance Program (EAP).
- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of the employer and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

## Schedule 4.13: Attachment - Disciplinary Procedures - Local Government (State) Award 2020 (Cont.)

### E. PENALTIES

- (i) After complying with the requirements above, the employer may:
  - (a) Demote the employee to a lower paid position or a lower salary point/ step provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
  - (b) Suspend the employee without pay from work for a specified period of time.
  - (c) Terminate the employment of the employee in accordance with Clause 38, Termination of Employment of this Award. (Replaced by *Clause 53* of this Agreement - *How much notice of termination is needed?*)
- (ii) Notwithstanding the above, the employer may take appropriate disciplinary action before and/ or during the procedures in clause 36D in cases of misconduct or where the employee's performance warrants such action. (Refer to *Schedule 4.13* of this Agreement - *Disciplinary Procedures*)

## Schedule 5: City of Newcastle Council Agreements

This Agreement remains in place and leave is reserved for the parties to apply to vary the Agreement as set out in Clause 48 - What are the leave reserved provisions? of the City of Newcastle Enterprise Agreement 2019.

### Summerhill Waste Management Centre – Site Operation Council Agreement 2019- 2021

#### 1 Title

1.1 This agreement shall be known as the Summerhill Waste Management Centre Site Operation Council Agreement ('the Agreement').

#### 2 Arrangement

2.1 The arrangement is agreed as follows:

Clause	Subject Matter
1	Title
2	Arrangement
3	Definitions
4	Parties
5	Operation
6	Meal Breaks
7	Work Rosters
8	Site Conditions and Site Condition Allowance
9	Signatories to the Agreement

#### 3 Definitions

Term	Meaning
<b>Council</b>	means Newcastle City Council.
<b>Union</b>	means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (' <b>United Services Union</b> ').
<b>Emergency</b>	means a sudden, urgent, usually unexpected occurrence or occasion requiring immediate action.
<b>Employee</b>	means a person employed in the position of Operator/ Driver, relief Operator/ Driver, Site Controller, Customer Service and Resource Recovery Operator and Customer Service and Resource Recovery Team Leader at Summerhill Waste Management Centre. All references to the Employee includes the plural.
<b>Waste Management Centre</b>	means the Summerhill Waste Management Centre.

## Schedule 5: City of Newcastle Council Agreements (Cont.)

### 4 Parties

4.1 The parties to the Agreement are Council and the Union.

### 5 Operation

5.1 This Agreement is made pursuant to Clause 41 of the Local Government (State) Award 2017 as well as Clause 48 of the City of Newcastle Enterprise Agreement 2019 and shall be binding on the parties and employees. The Agreement shall commence on 14 January 2019 and shall operate for a period of three years.

5.2 The Agreement will prevail over the provisions of the City of Newcastle Enterprise Agreement 2019 to the extent of any inconsistency.

### 6 Meal Breaks

6.1 The parties agree that the following provisions substitute for the meal break provisions of the *City of Newcastle Enterprise Agreement 2019*

6.1.1 An unpaid meal break of 30 minutes will be given and taken within the first five hours of continuous work.

6.1.2 In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.

6.1.3 The taking of meal breaks by employees will be staggered across the work day to allow continuous service to customers of the Waste Management Centre. .

### 7 Work Rosters

7.1 The parties agree that the following provisions substitute for the on call arrangements of the *City of Newcastle Enterprise Agreement 2019*

7.1.1 The Waste Management Centre will operate using a rotating roster for working hours to maximise utilisation of plant and operating hours of the centre.

7.1.2 The employee agrees to participate in an 'on- call' roster to deal with afterhours emergencies at the site.

7.1.3 When 'on call' an employee is required to respond to call outs and perform duties relating to an emergency.

### 8 Site Conditions and Site Condition Allowance

8.1 An employee may be required to work in adverse conditions which may at times be offensive, filthy and/ or obnoxious in nature.

8.2 An employee will be paid a site conditions allowance on each day worked including long weekends and public holidays. Where an employee is required to attend training, meetings or other off- site duties as directed, they will continue to be paid a site conditions allowance on each day worked. The site conditions allowance does not form part of an employee's ordinary pay.

8.3 This allowance compensates for the additional conditions referred to in this Agreement.

8.4 At the commencement of the Agreement the site conditions allowance will be \$13.50 and will be referred to as the Summerhill Allowance B.

8.5 Where the employee is required to work in conditions referred to clause 8.1 (and not the remaining conditions associated with the site conditions allowance, in particular participation in the 'on call' roster) the employee will receive a \$900 allowance. This allowance will be referred to as the Summerhill Allowance A.

8.6 Where the employee is required to perform call back emergency work, the employee will receive the Summerhill Allowance A for this call back.

8.7 An employee may not receive both allowances referred to in this part.

8.8 The allowances will be indexed annually in accordance with any relevant percentage increases in the *Local Government (State) Award 2017 and City of Newcastle Enterprise Agreement 2019*.

## Schedule 5: City of Newcastle Council Agreements (Cont.)

### 9 Signatories to the Agreement

91 In signing this Agreement the parties agree that the conditions provided for in this Agreement shall take effect in accordance with Clause 5.

Signed for and on behalf of  
NEWCASTLE CITY COUNCIL

by its  
Chief Executive Officer in the presence of:

  
.....  
(Chief Executive Officer)

  
.....  
(Witness)

Date..... 17 . 04 . 2020

Signed for and on behalf of the UNITED  
SERVICES UNION by its General  
Secretary in the presence of:

  
.....  
(General Secretary)

  
.....  
(Witness)

Date..... 16/1/2020

# Schedule 6: Entertainment, Events, Theatres and Hospitality Employees

## 1 Application

- 11 This Schedule Applies to Council and Entertainment, Events, Theatres and Hospitality employees.
- 12 The terms and conditions set out in this Schedule will prevail over other provisions of the *City of Newcastle Enterprise Agreement 2023* to the extent of any inconsistency.

## 2 Intention

- 2.1 City of Newcastle owns and operates Entertainment, Events, Theatres and Hospitality venues throughout the year across seven days of the week, with variable start and finish times depending on client requirements. The operational requirements of the venues mean a specific schedule is necessary to provide an appropriate structure for staff conditions of employment and rates of pay that enables Council, Managers and Employees to compete in the theatre and functions market which is essential to maintain employment in this business unit.

This Schedule reflects Council's vision for:

- 1 City of Newcastle Theatres, Function and Hospitality Venues and Events, which:
    - a) are essential contributors to the diverse entertainment, cultural, community and commercial activity that comprises a vibrant and creative city;
    - b) provide support for the cultural industries, Tourism sector and visitation economy;
    - c) stimulate the City's night-time economy; and
    - d) provide safe and active public places.
  - 2 Employees covered by the Schedule will be afforded the opportunity to attain additional skills, flexibility and access to career paths. This will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individuals engaged in Council's Theatres, Function and Hospitality Venues and on Council-produced Events.
  - 3 Work will be organised to maximise the flexibility of the workforce and wherever possible enable employees to work to the limits of their skills and capabilities.
- 2.2 The implementation of this Schedule in line with Council's Enterprise Agreement 2022 will provide ongoing wage increases and consistent employment conditions, together with operational flexibilities to enable the outcomes sought to be achieved.

## 3 Penalty Rates

- 3.1 This clause applies instead of clauses 22.6 and 25.4 of the Agreement.
- 3.2 An employee (including a casual employee) required to work ordinary hours on a Saturday, Sunday or public holiday will be paid a penalty in addition to your ordinary rate as follows:
  - > Saturday - a penalty rate of 25% of the ordinary hourly rate for ordinary hours worked;
  - > Sunday - a penalty rate of 100% of the ordinary hourly rate for ordinary hours worked;
  - > Public holiday - a penalty rate of 200% of the ordinary hourly rate for ordinary hours worked (public holiday means a shift with the major portion on a public holiday. The penalty will be paid for all ordinary hours on the shift. Where a public holiday includes a part of two successive shifts, the one with the greatest number of hours on the public holiday will be considered the public holiday shift).
- 3.3 Casuals will be paid penalty rates in accordance with this clause, calculated on the ordinary hourly rate exclusive of the casual loading. That is:

Ordinary hourly rate + 25% of ordinary hourly rate + penalty calculated on ordinary hourly rate

For example, on a public holiday, a casual employee will be paid per hour:  
2 x ordinary hourly rate + (25% of ordinary hourly rate)
- 3.4 Council agrees that the Saturday penalty rate prescribed by this clause will be reviewed 18 months after the commencement of this Agreement with the intention of increasing the penalty to 50% if it can be supported by a Business Case. Relevant factors for the review will be discussed by the Parties prior to its commencement and include the financial performance of relevant venues and Events, as well as measurable increases in workforce flexibility, efficiency, and productivity.

## Schedule 6: Entertainment, Events, Theatres and Hospitality Employees (Cont.)

### **4 Work Rosters and Penalties**

- 4.1 This clause applies instead of clause 22.7 of the Agreement.
- 4.2 If you work on a roster (i.e. you are a full- or part- time employee), you will be allowed to change roster as agreed with another employee subject to approval from your Manager. No penalties for notice of change of roster will apply in this case.
- 4.3 Council will endeavour to provide at least seven days' notice of any alteration of the roster.
- 4.4 Where a shift roster is changed, you will be entitled to a minimum of 24 hours' notice of such change. Where 24 hours' notice is not provided, you will be paid not less than 125 times the ordinary hourly rate for ordinary hours on any shifts which commence within 24 hours of notification. In these circumstances, if required to work the ordinary hours of 2 consecutive shifts without a break, you will be paid at overtime rates for the second shift.

### **5 Overtime for casual employees**

- 5.1 This clause applies instead of clause 22.4 and in addition to clause 24.1 of the Agreement.
- 5.2 All-time worked by casual employees up to 8 hours will be paid at their applicable casual ordinary rate of pay. Casual employees may agree with their Manager to work in excess of 8 and up to 10 hours on any shift. If you are a casual employee who accepts a shift of up to 10 hours in accordance with this clause, you agree that all time worked up to 10 hours will be at your applicable casual ordinary rate of pay.
- 5.3 Casual employees who are required to work in excess of 10 hours on any shift will be paid at the applicable overtime rate set out in clause 24.1, calculated in accordance with the methodology prescribed by clause 3.3 of this Schedule.

### **6 Rest breaks between rostered shifts**

- 6.1 This clause applies in addition to clause 24.3 of the Agreement.
- 6.2 Council recognises that Entertainment, Events, Theatres and Hospitality employees may perform ordinary hours over a wide span of hours. Accordingly, you are entitled to at least 10 consecutive hours off duty between the completion of one day's work and the next without loss of pay.
- 6.3 If you are instructed to resume work without having had 10 consecutive hours off duty in accordance with this clause, you will be paid at double time until released from duty and then will be entitled to a 10-hour break without loss of pay.
- 6.4 This clause does not apply to broken shifts or call back or remote response where you are not required to work for 4 hours or more.

### **7 Long Service Leave - Savings and Transitional Provisions**

- 7.1 This clause applies in addition to clause 32.3 of the Agreement.
- 7.2 Casual employees who have reached 10 or more years of service at the time of transition to this Agreement will retain that accrued long service leave. The leave can either be taken at a time mutually convenient to Council and the employee, and/ or will be paid on upon cessation of employment.
- 7.3 After transition, casual employees will no longer be eligible to accrue long service leave. However, service will be recognised for the purpose of clause 21.7 of the Agreement.

## Schedule 6: Entertainment, Events, Theatres and Hospitality Employees (Cont.)

7.4 Employees' entitlements based on their period of service are outlined below:

7.4.1 Casual employees with less than 5 years' service as at the date of transition to this Agreement:

- will not continue to accrue hours towards their preserved LSL hours;
- are not eligible to access LSL as at the date of transition and only become eligible to access their LSL if they become a permanent employee; but
- LSL will be paid on termination provided the employee has more than 5 years' service at the date of termination, (i.e they have remained employed for the necessary period after the date of transition).

7.4.2 Casual employees with greater than 5 but less than 10 years' service as at the date of transition to this Agreement:

- will not continue to accrue hours towards their preserved LSL hours;
- are not eligible to access LSL as at the date of transition and only become eligible to access their LSL if they become a permanent employee; but
- LSL will be paid on termination.

7.4.3 Casual employees with greater than 10 years' service as at the date of transition to this Agreement:

- will not continue to accrue hours towards their preserved LSL hours;
- given the employee was eligible to take Long Service Leave as of the date of transition, the employee can take the leave at a time mutually agreed with their Manager; and
- LSL will be paid on termination.

### 8 Other leave entitlements

8.1 Entertainment, Events, Theatres and Hospitality employees who are transitioning to this Agreement will have their period of service and any accrued leave hours recognised for the purpose of annual leave and personal leave.

8.2 Annual Leave Loading of 17.5% on Annual Leave accrued but not yet taken will be paid out as of the transition date. Eligible employees will receive a pro-rata annual leave loading payment pursuant to this Agreement, calculated from the commencement date of this Agreement to the 31 October the same year.

8.3 At the transition date, eligible employees will be entitled to an additional 5 days of Personal Leave or pro-rata thereof calculated to the employee's next anniversary date which will be credited to the employee's personal leave accrual.

8.4 The 'transition date' for the purpose of this Schedule is the date of commencement date of the employee's new contract of employment pursuant to this Agreement.



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