

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA11/6

**TITLE:** **City of Newcastle Enterprise Agreement 2010**

**I.R.C. NO:** IRC10/1463

**DATE APPROVED/COMMENCEMENT:** 28 April 2011 / 1 July 0110

**TERM:** 36

**VARIATION:** EA10/24

**GAZETTAL REFERENCE:** 27 May 2011

**DATE TERMINATED:**

**NUMBER OF PAGES:** 54

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by Newcastle City Council located at 282, King Street, Newcastle, NSW 2300, and except for those employees covered by the Entertainment and Broadcasting Industry - Live Theatre and Concert Award 1998 and Senior Staff as defined in the Local Government Act 1993, who fall within the coverage of the Newcastle City Council Award 2006, and the Local Government (State) Award 2007.

**PARTIES:** Newcastle City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Development and Environmental Professionals' Association



**City of Newcastle  
Enterprise Agreement  
2010**

**PART A**

**1 Arrangement**

This Agreement is arranged as follows:

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**PART B**

**MONETARY RATES**

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**Schedule 1 - Minimum Standards of Caravan Accommodation**

**Schedule 2 – Hours of work, continuing arrangements**

**Schedule 3 – Skills / qualifications allowances**

## 2 Statement of Intent

- 2.1 The provisions of the Local Government (State) Award 2007 and its successors apply.

## 3 Anti-Discrimination

- 3.1 The provisions of the *Local Government (State) Award 2007* and its successors apply.

## 4 Definitions

- 4.1 Subject to the subclause 4.2, 4.3 and 4.4 of the Agreement, the provisions of the *Local Government (State) Award 2007* and its successors apply.
- 4.2 '**Agreement**' means the City of Newcastle Enterprise Agreement 2010.
- 4.3 '**Confined space**' 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.
- 4.4 This subclause substitutes for Clause 4 (iv) of the *Local Government (State) Award 2007* and its successors:

'**Ordinary pay**' means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where regularly received:

- Saturday and Sunday penalty rates
- Shift allowances
- Special conditions allowance
- Emergency wardens allowance
- Work area allowance
- Tool allowance
- On call allowance
- Civil liability allowance

The following allowances shall be excluded from the composition of ordinary pay:

- Overtime payments
- Follow the job allowance
- Confined space allowance
- Vehicle allowances
- Meal allowances

## 5 Skill Descriptors

- 5.1 The skill descriptor provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.

## 6 Rates of Pay

- 6.1 The rates of pay provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 6.2 The rates of pay are set out in Part B, Tables 1 and 2 of this Agreement.
- 6.3 On the first full pay period on or after 1 July 2010 rates of pay and allowances in Part B, Tables 1 and 2 of this Agreement will be increased by 1.5%.
- 6.4 Increases in rates of pay provided by the successor to *Local Government (State) Award 2007* will apply to the rates of pay and allowances in Part B, Tables 1 and 2 of this Agreement.

## 7 Salary System

- 7.1 The salary system provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 7.2 The rates of pay referred to in Part B include allowances paid for skills used under previous award provisions (see Schedule 3 Skills /Qualifications allowances).
- 7.3 The Salary System consists of 24 Salary Points.
- 7.4 A competency based model applies to positions at Salary Points 1 to 6. A review of the competency based system will be undertaken during the term of the Agreement. Matters to be reviewed will include, but not be limited to: consistency in competences, appropriateness of banding salary points, the impact of job evaluation and progression.
- 7.5 For Salary Points 7 - 24 the Salary System includes the following features:
- For each Salary Point, six salary levels from 94% to 109% of the Salary Point rate of pay;
  - Each level has defined criteria. Initial placement and advancement through the salary range will be determined by management's assessment of the employee's demonstrated ability to satisfy the criteria for each level;
  - The Salary Point Level 3 (100%) rate represents the competent rate for the position;
  - On commencement in a position employees will be paid Level 1 or Level 2 only if they do not possess the criteria required for the position. Employees placed on Levels 1 or 2 will be assessed for advancement to the next level on completion of the probationary period if applicable and otherwise within six months of commencement in the position;

- Payment at Level 4 requires satisfaction of the essential and highly desirable job requirements/selection criteria and demonstrated initiative in identifying and resolving work problems independently over a review period;
- Payment at Levels 5 and 6 is based on increased capability and added value criteria;
- A review of salary levels or position in salary scales for weekly employees at Salary Point 7 and above will be conducted annually;
- Salary Scales include a range of Salary Points. Employees move through the Scales by satisfying criteria for each Salary Point on the Scale. An employee on a Scale can only access the salary levels above the 100% level when they reach the Salary Point at the top of the Scale (that is, they have moved through all lower salary points of the Scale).

## 8 Use of Skills

- 8.1 The use of skill provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 8.2 Council may direct an employee to carry out such duties as are within the limits of the employees skill, competence and/or experience.

## 9 Payment for Relief Duties / Work

- 9.1 The payment for relief duties / work provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 9.2 An employee required to relieve in a position which is at a higher level within Council's salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- 9.3 In order to qualify for higher pay, the period of relief must satisfy the minimum requirements below subject to an employees substantive salary point:
- Salary point 9 and below: At least two hours, provided that higher duties will be paid for the day or shift where the relief is for a period of 4 hours or more.
  - Salary points 10 to 15: 3 consecutive working days.
  - Salary point 16 and above: One continuous week.
- 9.4 Higher duties are not payable when the relieving employee is absent on paid leave or an Agreement holiday.
- 9.5 An employee covered by this Agreement who is required to relieve in a senior staff position, so designated under the *Local Government Act 1993*, shall be paid a minimum of Senior Executive Service Level 1.

## 10 Payment of Employees

- 10.1 The payment of employees provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 10.2 Employees shall be paid fortnightly.
- 10.3 Council shall fix a regular payday, between Monday and Friday inclusive. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- 10.4 Payment shall be by cash, cheque or direct credit to the employee's nominated account.
- 10.5 Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 10.6 An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control.

### Salary arrangements

- 10.7 An employee shall not have their salary reduced, unless they:
  - are demoted for disciplinary reasons, or
  - at their request, transfer to a lower paid position.
- 10.8 An employee paid under the previous classification structure ('old system rate of pay, present occupant only rate') shall continue to be paid that rate and receive organisational increases based on that rate unless entitled to a higher rate under this Agreement.

## 11 Salary Sacrifice

- 11.1 The provisions of the *Local Government (State) Award 2007* and its successors apply.

## 12 Superannuation

- 12.1 The provisions of the *Local Government (State) Award 2007* and its successors apply.

## 13 Allowances

- 13.1 The allowance, additional payments and expenses provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 13.2 All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the Council where such expenses are approved by Council.



### **Private vehicle use**

- 13.3 Where there is agreement for an employee to provide a vehicle for official business use, the employee shall be paid for the kilometres travelled in accordance with the corresponding engine capacity of the vehicle, as set out in Table 2.
- 13.4 When an employee is required by Council to use their private vehicle on Council business, it will pay the vehicle allowance. Council will not require an employee to provide and use their private vehicle on Council business on a permanent basis.
- 13.5 The vehicle allowance compensates for all costs associated with the supply and use of the vehicle, including depreciation.
- 13.6 In lieu of Table 2 and by consent, the parties may agree to another method of payment, such method shall be committed to writing and signed by the parties.

### **On call allowance**

- 13.7 An employee who is not provided a leaseback vehicle may be paid On Call Allowance. They 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. An employee required to attend work will be entitled to be paid for fares actually incurred or Vehicle Allowance from the employee's home to the work and return.
- 13.8 An employee provided with a leaseback vehicle and who is required to be on call will be allowed reduced leaseback contributions in accordance with Council Policy.
- 13.9 An employee paid On Call Allowance or who has a leaseback vehicle and is on call, and is required to attend a call will be paid at overtime rates for the time from when the employee leaves for work, but not the minimum time of Call Back.

### **Follow the job allowance**

- 13.10 In the absence of provision of transport facilities by Council, Follow-the-Job Allowance shall be paid to employees associated with road and/or footpath construction or other works of a transient nature who are required to start and finish on the job at locations other than Turton Road Depot or other normal starting points.
- 13.11 The Allowance is designed to compensate for any inconvenience which may be caused to the abovementioned employees as a result of frequent changes in starting points.
- 13.12 The Allowance shall be paid once for each day of attendance for work including days on which overtime is worked, but shall not be paid for public holidays not worked, annual leave, sick leave, long service and leave without pay.

### **Meal allowance**

- 13.13 An employee will be paid a Meal Allowance:
- when required to work overtime for two hours or more before or after ordinary hours on any day;
  - when required to work for more than four hours on a day which is not an employees ordinary working day;

- after each additional four hours worked.

**Tool allowances**

- 13.14 Employees (including leading hands) engaged as a Carpenter, Plumber, Motor Mechanic, Mechanical Fitter, Bricklayer, Painter, Signwriter, Refrigerator Mechanic, Locksmith or Blacksmith who are required by Council to supply and maintain the normal kit of tools pertaining to their trade will be paid Tool Allowance. The tool allowance will be paid during absences on annual leave, long service leave and sick leave.
- 13.15 An employee paid the tool Allowance shall be entitled to be reimbursed by Council for loss of tools up to the Value of Tools Reimbursement when such tools are lost by theft from a breaking and entering outside ordinary working hours whilst the tools are stored at the Council’s direction on the job. The employee shall, if requested, provide a list of tools so used.
- 13.16 Where apprentices are required to supply and maintain a kit of tools pertaining to their trade, Council shall pay seventy five percent (75%) of the relevant tradesperson, calculated to the nearest 10 cents.

**Special conditions allowance**

- 13.17 An employee, other than Waste Management Service employees will be paid the following allowances in addition to their normal weekly rates, to compensate for special conditions associated with their duties:
- Asphaltic Concrete - Employees engaged in laying of asphaltic concrete, ie performing the operations of emulsion spraying and/or shovelling and/or screeding and/or rolling and/or transporting;
  - Employees qualified in the use of an Oxy-Viva 3 Resuscitation Unit who may be required in the course of their duties to use such unit (where recompense for such activity is not incorporated in the employee’s normal rate of pay);
  - First-Aid Allowance - Employees required to carry out first-aid duties in conjunction with their normal duties, (where recompense for such activity is not incorporated in the employee’s normal rate of pay);
  - Emergency Wardens - The Allowances will apply where Emergency Wardens are appointed to act within Emergency Plan requirements developed in accordance with AS 3745.

**Work area allowance**

- 13.18 A weekly Work Area Allowance is payable to employees who perform work for the whole week in the specified work areas.

Work Area	
Bricklayers	Classified Roads - Motor Vehicle Driver
Carpenters	Rapid Response Unit
Painters & Signwriters	Signs
Plumbers	Fleet Operations - Trades, Labourers
Urban Trees	Fleet Operations - Motor Vehicle Driver
Pest and Weed	Road Maintenance - Field Workers
Street & Gutter - Broom Operators (Day)	Road Construction - Field Workers

<b>Work Area</b>	
Street & Gutter - Broom Operators (Night)	Motor Vehicle Driver – Road Maintenance/Construction
Street & Gutter - Eductor	Plant Operators - Road Maintenance / Construction
Street & Gutter - Field Workers	Parks Maintenance - Plant Operators
Classified Roads - Field Workers	Parks Maintenance - Field Workers

**Confined space**

- 13.19 An employee required to work in a confined space and the competent person required to observe an employee working in a confined space shall be paid Confined Space Allowance.

**Civil liability**

- 13.20 The provisions of the *Local Government (State) Award 2007* and its successors apply.

**Shift allowances**

- 13.21 This subclause shall not apply to the classifications Rangers; Animal Control Officers, Ordinance Officers, Computer Services Staff, Cleaners, Commissionaires, Library employees, Parking station employees and Pool employees. Additional payments for such employees are prescribed in Schedule 2.
- 13.22 2 or 3 Shift Allowance - employees required to work on a two shift or three shift roster.
- 13.23 Early Morning Shift Allowance - employees other than a Garbage or Street Cleansing Section employee who is required to work a shift which commences at or after 4.00am and before 5.30am Monday to Friday inclusive, except a public holiday.
- 13.24 Broken Shift Allowance - employees required to perform a rostered daily shift in two parts.
- 13.25 The allowances prescribed herein shall stand alone and not be taken into account in the calculation of penalty rates.

**Wet weather**

- 13.26 Employees will not be required to work outdoors in wet weather unless protective clothing is supplied for this purpose. Employees who are required to work outdoors in wet weather and get wet on the job will be allowed to cease work and return home without deduction of pay for the purpose of changing clothes. If required, they will promptly return to work, provided that Council will pay any fares or pay Vehicle Allowance for the return journey to their home. Employees reporting for duty on wet days who do not become wet on the job will perform such work as reasonably required or standby as directed under cover.

## 14 Motor Vehicle Leaseback

- 14.1 The provisions of the *Local Government (State) Award 2007* and its successors apply.

## 15 Residence

- 15.1 The provisions of the *Local Government (State) Award 2007* and its successors apply.

## 16 Hours of Work

### A. Hours of work

- 16.1 The hours of work provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 16.2 The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:
- Management / Administration / Clerical;
  - Engineering / Architecture / Surveying / Landscape Architecture / Strategic / Environmental / Health / Building / Planning (Professional);
  - Technical Services (including Engineering Technical, Computer Services and Printing);
  - Library Services;
  - Art Gallery and Museum (Professional).
- 16.3 The ordinary hours of work for all other employees will be 38 per week.
- 16.4 Ordinary daily hours of work will be not more than 12 hours.
- 16.5 Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday. All hours existing at the commencement of this award will continue to remain in force except where altered in accordance with this clause.
- 16.6 The ordinary hours for employees engaged in the following functions shall be between Monday and Friday:
- Administration;
  - Building Surveyors;
  - Engineering (Professional and Trainees)
  - Finance
  - Health Surveyors
  - Road Construction and Road Maintenance excluding grant funded work
  - Supply Services
  - Town Planning
  - Trade Functions excluding Mechanical Trades
- 16.7 When Council commences introducing ordinary hours between on Saturday and/or Sunday to new areas of work, or to alter existing arrangements of

hours, Council shall prepare a business case for consultation with the relevant unions which will recognise Council's family friendly working commitments.

- 16.8 No employee employed at the commencement of this award shall be compelled to work ordinary hours on Saturday and/or Sunday except as otherwise provided in this clause or Schedule 2. Employees will only enter these arrangements by agreement or as a result of an employee initiated lateral transfer, demotion at management initiative or appointment to a position outside their career progression.
- 16.9 Where an individual is not participating in a weekend work arrangement, Council may transfer the employee 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.
- 16.10 An employee may request to work ordinary hours on a Saturday and/or Sunday 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;
  - Council will not unreasonably withhold agreement to such a request;
  - Any such agreement shall not apply to a new or vacant position;
  - Where an employee requests to work ordinary hours on a Saturday and/or Sunday under this subclause, Council shall not be required to pay the penalty rate provided in subclause 16.20 of this Agreement.
- 16.11 Where an employee at management direction is not allowed to commence a meal break in the first five hours of work, the employee will be paid overtime rates for time worked beyond five hours until given a meal break.

**B. Work rosters and penalties**

- 16.12 Shift workers shall work in accordance with a regular roster suitable to the industry and subject to the provisions of the *Industrial Relations Act 1996*, such roster may be departed from in cases of emergency.
- 16.13 Where an employee works on a roster, the employee's roster will provide certainty of days and hours of work to enable the employee to plan personal and work life balance.
- 16.14 For employees working 35 hours per week, seven hours shall constitute a shift. For employees working 38 hours per week, seven and three fifths hours shall constitute a shift.
- 16.15 Where a shift roster is changed, the employee will be entitled to a minimum of 48 hours notice of such change. Where 48 hours notice is not provided, the employee will be paid not less than 1.25 times the ordinary hourly rate for ordinary hours on any shifts which commence within 48 hours of notification. An employee required in these circumstances to work the ordinary hours of two consecutive shifts without a break will be paid at overtime rates for the last of such shifts.
- 16.16 An employee will be allowed, to change roster as agreed with another employee subject to the consent of the team leader having first been obtained. No penalties for notice of change of roster will apply in such a case.

- 16.17 Every shift worker shall be entitled to at least one Sunday off duty in every 28 days.
- 16.18 Equivalent time off, which shall be taken in conjunction with annual holidays or payment made in lieu thereof, shall be allowed for any holiday as prescribed by Clause 18 Holidays which occurs on a day of a roster cycle on which the shift worker is rostered off.
- 16.19 Every shift worker shall be allowed a crib time of twenty minutes on each shift which shall be counted as time worked.

### **C. Penalty rates**

- 16.20 An employee required to work ordinary hours on a Saturday, Sunday or Public Holiday will be paid a penalty in addition to the ordinary rate as follows:-
- Saturday - a penalty rate of 50% 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)
- 16.21 Casuals will be paid penalty rates calculated on the ordinary hourly rate exclusive of the casual loading.

### **D. Night Project Work**

- 16.22 This subclause applies only to employees temporarily performing night work on a project basis, in lieu of Monday to Friday penalties.
- 16.23 The penalty for hours worked in the span 3.30 pm Sunday to 7.00 am Friday inclusive will be 35% of the ordinary hourly rate for the time so worked.
- 16.24 All types of leave taken by employees working on the project will be paid at the ordinary rate (i.e. without penalty rates).
- 16.25 Employees may change to day work with the consent of management.
- 16.26 The actual hours to be worked will be agreed prior to project commencement, and may be varied by agreement with employees involved.
- 16.27 The composition and method of selection of the project team will be identified and agreed in writing not less than one week prior to commencement of the project. Where agreement is not reached, Council may require other employees join the project without the minimum notice provisions above.
- 16.28 The penalty rates in this clause are not cumulative. If more than one rate applies, only the highest rate will be paid.

## **17 Overtime**

- 17.1 The overtime provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.

- 17.2 Overtime shall be worked at the direction of Council.
- 17.3 Overtime is paid at the rate of time and a half for the first two hours and double time thereafter or taken as time in lieu, equivalent to the actual hours worked.
- 17.4 All overtime worked after midday Saturday, and on Sunday shall be paid at double time.
- 17.5 Overtime worked on one day whether in broken periods or otherwise will be regarded as continuous.
- 17.6 Generally, all overtime must be approved in advance. Only in exceptional circumstances and at the discretion of Council will overtime be approved retrospectively.
- 17.7 Council shall keep a record of all overtime worked and shall only pay for authorised overtime.
- 17.8 Where there is agreement between Council and an employee, an employee required to work overtime will be granted time in lieu equivalent to the actual hours worked.
- 17.9 An employee required to work overtime will be entitled to have at least 10 consecutive hours off duty between the completion of overtime and the commencement of ordinary hours without loss of pay.
- If an employee is instructed to resume work without having had 10 consecutive hours off duty, the employee will be paid at double the ordinary hourly rate until released from duty and then will be entitled to a 10 hour break without loss of pay. This subclause will not apply to employees on a call back if they are not required to work for four hours or more.
- 17.10 Where there is prior agreement between management and an employee, an employee required to work overtime will be granted equivalent time in lieu for overtime hours worked. Where time in lieu instead of overtime has been agreed:
- the time in lieu is to be taken at a mutually agreed time as soon as practicable after the time has been worked;
  - the maximum accrual will be equal to the employee's weekly ordinary hours, provided that agreement may be reached for a greater accrual between an employee or group of employees and management;
  - Council will advise an employee approaching the maximum accrual. The employee and management must agree to a program to reduce the accrual. If agreement cannot be reached, management will direct the employee to take the time in lieu accrual at a time convenient to the operation. If the employee does not take the time in lieu as directed, the time in lieu accrual will be reduced by the amount so directed.
- 17.11 For the purposes of calculating overtime each day shall stand alone.
- 17.12 Time in lieu accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.

#### **Reasonable Overtime**

- 17.13 An employee may refuse to work reasonable overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

- 17.14 For the purposes of overtime 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 overtime and by the employee of their intention to refuse it; and
  - any other matter.

### **Call back**

- 17.15 A Call Back is when an employee is required to work overtime after leaving the place of employment, regardless of whether the employee was notified prior to cessation of normal duties.
- 17.16 Any employee on a Call Back will be paid for a minimum of four hours at the appropriate overtime rate provided that any subsequent Call Backs occurring within the four hour period of a Call Back will not attract any additional payment. The employee will not be required to work the four hours if the job that the employee was recalled to perform is completed sooner.
- 17.17 Call back will not be paid where it is customary for an employee to return to work to perform a specific job(s) outside the employee's ordinary hours, where overtime is continuous with the completion or commencement of ordinary hours or where the employee is paid on call allowance.
- 17.18 Any employee on a call back will be entitled to be paid for fares actually incurred or Vehicle Allowance and travelling time from the employee's home to the work and return.
- 17.19 Any employee on a call back will be entitled to delay the start of the following day's work without loss of pay for the same period as that worked on a call back between 11.30pm and 5.00 am.

## **18 Holidays**

- 18.1 The holiday's provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 18.2 The days on which holidays will be observed are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day. Picnic Day, Bank Holiday and Show Day will also be regarded as Public Holidays, subject to the terms and conditions specified in this clause.
- 18.3 Where a public holiday falls on a day ordinarily worked by a Weekly Employee:
- a) if the employee is not required to work, the employee will be paid at ordinary rate for the ordinary hours they would otherwise have worked.
  - b) if the employee is required to work, the employee will be paid at ordinary rate for ordinary hours they would otherwise have worked, double time in addition for ordinary hours worked.



- 18.4 Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award that falls on a day the employee would not ordinarily work, the employee will be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- 18.5 Where a Weekly employee works on a fixed roster cycle (e.g. 19 day month), and a public holiday falls on the scheduled roster day off, the roster day off will be moved to another day.
- 18.6 Except as otherwise provided, a casual employee working on a public holiday will be paid treble ordinary rate for all time worked.

#### **Picnic Day**

- 18.7 Picnic Day is a day which is not a general holiday and on which Council must continue to provide essential and other services so that the community does not perceive a loss of service. Council will keep the number of employees required to a minimum and finalise arrangements for work to be performed at least one week prior to Picnic Day.
- 18.8 Picnic day will be observed on a day agreed with the Consultative Committee.
- 18.9 An employee who has purchased a Picnic Day Ticket will be allowed the day off work and be paid at ordinary rate for the ordinary hours they would otherwise have worked, provided the Ticket was purchased at least one month prior to Picnic Day and not after the employee agreed to work on Picnic Day.
- 18.10 An employee eligible to be allowed the day off on Picnic Day but who is required to work will be paid ordinary rate for the ordinary hours they would otherwise have worked, reimbursed the cost of the picnic and allowed a day off at a mutually agreed time.
- 18.11 For all other employees the day will be a normal day.
- 18.12 Any overtime worked on Picnic Day will be normal overtime, that is, not overtime on a public holiday.

#### **Bank Holiday**

- 18.13 For the purposes of this Agreement, Bank Holiday will be regarded as a holiday and will be observed on an agreed day during the Christmas/New Year period.
- 18.14 Employees may be engaged on a mutually agreed basis to provide services on Bank Holiday. Employees so engaged will be entitled only to payment at ordinary rates for the day plus a day in lieu. Casual employees are entitled to payment at double time.
- 18.15 The only exception to this provision is Parking Station staff 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.
- 18.16 Agreement shall be reached at least one week prior to Bank Holiday each year in regard to employees working and the terms and conditions attaching to such work.

## **Show Day**

- 18.17 For the purposes of this Agreement, Show Day will be regarded as a holiday and will be observed on the Friday of Show Week, provided that Council may, on the application of the Unions concerned, approve another day being taken in lieu thereof during the currency of the Newcastle Show.
- 18.18 Services traditionally provided on Show Day are as follows:
- Garbage Collection and Disposal site staff, Beach Inspectors and Cleaners, Inland Pool Attendants, Parking Stations staff, Ordinance Staff, Convenience Cleaners, Museum and Art Gallery staff, Municipal Buildings cleaning staff, Workshops staff, Street Cleansing staff, Blackbutt Reserve Staff.
- 18.19 Employees in the abovementioned classifications who are required to work on Show Day will be entitled to the penalty rate provisions of the Agreement.
- 18.20 Employees may be engaged on a mutually agreed basis to provide services additional to those referred to in Clause 18.18 of this Agreement on Show Day. Employees so engaged will be entitled only to payment at ordinary rates for the day plus a day off in lieu.
- 18.21 Casual employees are entitled to payment at double time.
- 18.22 Agreement shall be reached at least one week prior to Show Day each year in regard to employees working and the terms and conditions attaching to such work.

## **19 Leave**

### **A. Sick leave**

- 19.1 Any employee unfit for work due to personal illness or injury (other than that covered by Workers' Compensation), will be paid at their ordinary rate during such absence provided:
- the employee notifies the nature of illness and expected duration of absence prior to normal starting time on the first day of absence in accordance with Council procedures. (In exceptional circumstances where the employee is unable to notify before starting time, they must do so as soon as practicable);
  - where the absence extends beyond the period originally advised, the employee notifies the absence, as above prior to the commencement of the extended period;
  - the employee provides a medical certificate for any absence in excess of two days, and if required by Management for any absences in excess of five occasions in any sick leave year;
  - the employee has available sick leave entitlements.

### **Entitlement**

- 19.2 A Permanent employee will be credited with two weeks (at their ordinary time hours) sick leave on commencement and three weeks on each anniversary of employment, which will accumulate indefinitely.
- 19.3 Temporary employees and Fixed Term employees will be entitled to sick leave on the basis of 1/2 week (at their ordinary time hours) for each thirteen weeks, available at the commencement of each 13 week period.

**Mechanical provisions**

- 19.4 Sick leave will be recorded in hours and time taken deducted.
- 19.5 If a public holiday occurs during a period of absence on sick leave the day will not be deducted from sick leave.
- 19.6 An employee who is unfit for work due to illness or injury for a continuous period of at least a working week while on annual leave or long service leave and provides a medical certificate covering the period of unfitness will have the annual leave or long service leave re-credited and sick leave deducted.
- 19.7 Where an employee joins Council from another NSW Local Government Council, and has continuity of service for purposes of long service leave, Council will recognise an untaken balance of sick leave of up to 13 weeks. This leave will not be available to be taken unless leave entitlement under this Award has been first exhausted. This leave will not be available to be paid out under any circumstances.
- 19.8 Unless mutually agreed, the retirement or termination of an employee on account of permanent incapacity shall not be effected earlier than the date on which the employee's credit of sick leave is exhausted.
- 19.9 Council may require an employee to attend a doctor nominated by Council at Council's cost.

**Cashing out of sick leave**

- 19.10 This provision shall only apply to employees of Council employed in a permanent capacity as at 11 May 1993 and who have been continuously employed by Council since that date.
- 19.11 An eligible employee may forgo sick leave where:
  - the employee has a sick leave balance of more than 30 days; and
  - the employee makes a written application to Council; and
  - Council authorises the request.
- 19.12 Where a request has been authorised, Council shall:
  - deduct the authorised amount of sick leave provided the employee retains a balance of not less than 30 days; and
  - make payment for sick leave forgone at the employees ordinary pay and in accordance with Table A.

**Table A**

Qualifying Period of Continuous Service	Percentage Payment of Accumulation
Fifteen completed years	65%
Twenty completed years	75%

- 19.13 Where an employee has elected to forgo sick leave and that election has been approved by Council, the employee:
  - Surrenders any future entitlement to the cashing out of sick leave prescribed by this Agreement, by Council policy or other means; and

- Shall be entitled to payment of the retained balance on termination and in accordance with Table A.

19.14 For the purposes of this provision the 'retained balance' is taken to mean 30 days, or a proportion of the 30 days, subject to the amount of sick leave remaining at the time of termination.

#### **B. Carer's leave**

19.15 Carers' leave is leave a weekly employee can take to care for a family member who is sick or requires care due to an unexpected emergency. If an employee takes carers' leave she/he must be responsible for the care of the person who is sick.

19.16 Carers' leave is deducted from sick leave. An employee may use all of their sick leave entitlement to care for the sick family member. Carers leave may be taken in part days.

19.17 Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.

19.18 Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of Council and employee's requirements.

19.19 Leave may be taken to care for a family member who is the employee's:

- spouse, de facto spouse or same sex partner;
- child, including adopted, foster, ex-nuptial or step child;
- parent, including foster parent or legal guardian;
- grandparent, grandchild or sibling.

19.20 An employee may also take leave for the children, parents, grandparents or siblings of their spouse or de facto spouse, or any other relative who is a member of the employee's household.

19.21 To take carers' leave, an employee shall:

- notify management of the reasons for the leave, who needs the care, their relationship and the expected duration of the leave. Where practicable, this should be done in advance, and in any case no later than the first day of absence;
- if required establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
- if required establish by production of documentation acceptable to Council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

19.22 An employee may, with consent of Council:

- use annual leave or leave without pay;
- take time off in lieu of payment of overtime;

- work 'make up' time at ordinary rate.
- 19.23 Subject to the evidentiary and notice requirements in this clause Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 19.19 who requires care and support due to illness, unexpected emergency or the birth of a child.
- 19.24 Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 19.25 Council will not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a Casual employee are otherwise not affected.

### **C. Annual leave**

- 19.26 An employee, except a Casual employee, will accrue four weeks of annual leave on each anniversary of employment.
- 19.27 A part time employee will accrue annual leave in the proportion of their ordinary hours worked to full time hours. This includes ordinary hours worked in excess of their regular number of hours.
- 19.28 Annual leave shall be taken in periods of not less than one day and at times agreed between management and employee.
- 19.29 Payment to an employee proceeding on annual leave will be prior to commencing leave, or as normal salary, as requested by the employee.
- 19.30 Payment will be at the ordinary rate immediately prior to commencing leave, plus shift penalty rates which would have been incurred on ordinary hours during the leave period.
- 19.31 Annual leave balances will be recorded in hours and leave taken deducted in hours, in accordance with the ordinary hours worked by the employee.
- 19.32 An employee should take annual leave within 12 months of accrual.
- 19.33 When an employee's annual leave balance (accrued and pro-rata) exceeds ten weeks the employee must make arrangements to reduce the balance to not more than eight weeks within two months or other agreed time frame. Where the employee does not take leave sufficient to reduce the balance, management may direct the employee to take annual leave at times convenient to the operation.
- 19.34 When an employee's service is terminated they will be paid for:
- Any accrued annual leave not yet taken at the ordinary rate; and
  - For the uncompleted current year of service one twelfth of their ordinary rate earnings to the date of termination.

### **Annual leave loading**

- 19.35 Annual Leave Loading is payable to weekly employees engaged for greater than one year, and equivalent to 17.5 per cent of four weeks of the ordinary rate of pay as at 31 October exclusive of any other allowances, penalty rates, overtime or any other payments prescribed by this Agreement.

- 19.36 Employees with greater than one years service shall be paid the loading once each year during November.
- 19.37 A pro rata entitlement shall be made to employees who commenced employment after 1 November in any one year. The pro rata payment being based on the number of completed weeks of service.
- 19.38 When employees are terminated by Council for any cause other than misconduct or by employees on account of illness or early retirement age as defined in the Deed and/or Rules governing the operation of the Local Government Superannuation Scheme, they will be paid a loading of 17.5 per cent of the ordinary rate of pay for completed months of service since 31 October.
- 19.39 Except as provided by subclause 19.38 of this Agreement no loading is payable on the termination of an employee's employment.

#### **D. Long service leave**

- 19.40 The provisions of the *Local Government (State) Award 2007* and its successors apply.

#### **E. Parental leave**

- 19.41 The provisions of the *Local Government (State) Award 2007* and its successors apply.

#### **F. Paid parental leave**

- 19.42 The Paid Parental Leave (PPL) provisions of the *Local Government (State) Award 2010* and its successors are wholly replaced and substituted by the provisions of the Agreement.

#### **Definitions**

- 19.43 In this clause:

**"Paid Parental Leave"** shall mean leave taken by an employee associated with the birth of a child of the employee or the employee's spouse or de facto partner.

**"PPL instalments"** shall mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).

**"Parental leave make-up pay"** shall mean the employee's ordinary pay, inclusive of PPL instalments. A casual employees ordinary pay shall be calculated by averaging the employee's ordinary time earnings in the 12 months immediately prior to the employee commencing paid parental leave. Where a part-time employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, ordinary pay shall be calculated by averaging the employee's ordinary time earnings in the 12 months immediately prior to the employee commencing paid parental leave.

**"Paid Parental Leave (non-make-up pay)"** shall mean the employees ordinary pay. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid parental leave or special maternity leave. Where a part-time employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, ordinary pay shall be calculated by averaging the employee's ordinary time earnings

in the 12 months immediately prior to the employee commencing paid parental leave or special maternity leave.

**“Paid Special Maternity Leave”** shall mean leave taken by an employee where the pregnancy of the employee ends within 24 weeks of the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.

### **Eligibility**

- 19.44 This clause shall apply to all full time and part time employees who have completed at least 12 months continuous service with Council immediately prior to the commencement of paid parental leave or paid special maternity leave.
- 19.45 This clause shall apply to casual employees who have worked on a regular and systematic basis with Council for at least 12 months prior to the commencement of paid parental leave or paid special maternity leave.
- 19.46 This clause shall apply to an employee who has or will have responsibility to be the primary carer of the child and who also meets the requirements of either clause 19.44 or 19.45.
- 19.47 This Clause shall not apply where another employee of council receives Paid Parental Leave make-up pay or Paid Parental Leave (non-make-up) in connection with the pregnancy or birth of the child.

### **Employee’s right to choose**

- 19.48 An employee who satisfies the eligibility criteria for paid parental leave can elect to receive 18 weeks paid parental leave make up pay or 9 weeks paid parental leave (non-make-up).

### **18 Weeks Paid Parental Leave Make up pay**

- 19.49 This subclause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the *Paid Parental Leave Act 2010* (Cth).
- 19.50 An employee shall be entitled to parental leave make-up pay for the period they are receiving PPL instalments, up to a maximum of 18 weeks.

### **9 Weeks Paid Parental Leave (non-make-up)**

- 19.51 An employee shall be entitled to a total of 9 weeks paid parental leave (non-make-up) or paid special maternity leave on full pay or 18 weeks paid parental leave (non-make-up) or paid special maternity leave on half pay.

### **Notice Requirements**

- 19.52 An employee must give notice of their intention to take paid parental leave (non make up pay) or paid parental leave make up pay as follows:
- Provide Council with notice in writing of their intention to take parental leave at least 10 weeks before starting the leave. A female employee must attach a certificate from a medical practitioner stating the expected date of birth. The notice must specify the intended start and end dates of the leave. This is known as the first notice.
  - Provide Council with notice in writing of their intention to take paid parental leave (non make up pay) or paid parental leave make up pay and

confirm the proposed start date or advise of any changes to the intended start and end dates of the leave at least 4 weeks prior to that date. This is known as the second notice.

- Provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid parental leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.

19.53 The notice requirements of this subclause do not apply to special paid maternity leave.

### **Rules**

19.54 The employee must take the leave in a single unbroken period.

19.55 If the leave is for a female employee who is pregnant with, or gives birth to, the child, 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.

19.56 If the employee's spouse or de facto partner is pregnant with, or gives birth to the child, the period of leave may start at any time within 12 months after the date of birth of the child provided that the employee's spouse or de facto partner returns to employment and the employee becomes the primary care giver.

19.57 If the employee's spouse or de facto partner returns to employment in a part time capacity, the employee is entitled to paid parental leave (non-make up pay) for days that they are the primary care giver to a maximum period of 9 weeks provided this occurs on a day the employee would ordinarily work.

19.58 Annual leave, long service leave, unpaid parental leave and any accumulated time in lieu may be taken in conjunction with paid parental leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 104 weeks.

19.59 The period of paid parental leave shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. For the avoidance of doubt, superannuation is calculated on the employee's ordinary pay.

19.60 Requalification period – An employee shall not be entitled to a further period of paid parental leave unless the employee has returned to work for the council for at least 3 months since their previous period of parental leave.

19.61 Paid parental leave and paid special maternity leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid maternity leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay.

19.62 Where an employee takes their paid parental leave at half pay all entitlements shall accrue at half pay.

19.63 The employee will not engage in any other form of paid work during the period of paid parental leave or special parental leave without the approval of the General Manager.

### **Other**

19.64 Subject to an application by Council and further order of the Industrial Relations Commission of New South Wales, Council may pay a lesser



amount (or no amount) of parental leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.

- 19.65 Subject to an application by Council and further order of the Industrial Relations Commission of New South Wales, should the *Paid Parental Leave Act 2001* be replaced or rescinded the 18 weeks make up pay clause shall cease to operate. An employee who satisfies the eligibility criteria will continue to be entitled to 9 Weeks Paid Parental Leave (non-make-up).

**G. Concurrent parent leave**

- 19.66 The provisions of the *Local Government (State) Award 2010* and its successors apply.

**H. Adoption leave**

- 19.67 The provisions of the *Local Government (State) Award 2010* and its successors apply.

**I. Other paid leave**

- 19.68 The provisions of the *Local Government (State) Award 2007* and its successors apply as they relate to union training leave, union conference leave and jury leave.

**J. Bereavement leave**

- 19.69 The provisions of the *Local Government (State) Award 2007* and its successors apply.

**K. Leave without pay**

- 19.70 The provisions of the *Local Government (State) Award 2007* and its successors apply.

**L. Blood bank leave**

- 19.71 Permanent employees shall be entitled to take leave for the purpose of donating blood, at a time mutually convenient to Council and the employee.
- 19.72 The employee shall notify management as soon as possible of the time and date upon which he or she is requesting to be absent for the purpose of donating blood.
- 19.73 Blood bank leave will be paid leave up to a maximum of one and half hours for each occasion and subject to a maximum of four separate absences each calendar year.
- 19.74 Proof of the duration and attendance for the purpose of donating blood, shall be provided to the satisfaction of Council.

## **20 Flexibility for Work and Family Responsibilities**

- 20.1 The flexibility for work and family responsibilities provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 20.2 The ordinary weekly hours of work may be averaged over a four week cycle subject to written agreement between management and the employee, with the concurrence of the Manager Human Resources.
- 20.3 Work under a flexible arrangement will not be less than 2 hours nor more than 12 hours per day.

- 20.4 Employees entering a flexible work arrangement will be removed from the existing RDO system.
- 20.5 Flexible working arrangements must have identifiable and meaningful benefit to both Council and the employee.
- 20.6 Where prior agreement between an employee and Director has been reached, 14 hours flex credit or 10 hours flex debit may be carried over into the next cycle.
- 20.7 Flexible working arrangements are independent to overtime and time in lieu. Hours worked during pre arranged overtime will not be counted for flex credit.
- 20.8 Any leave hours will be deducted from the employee's leave accrual at the standard daily hours for the role (that is, 7 or 7.6 hours) or other specified hours as agreed and documented upon entering the flexible working arrangement.
- 20.9 Where a flexible working arrangement is considered (by either management or the employee) to be operating unsatisfactorily, a review of the arrangement will be made by the manager.
- 20.10 The aim of such a review is to agree on variations to the arrangement that will allow it to continue.
- 20.11 In all circumstances when a review is to take place the employee, manager and the Manager Human Resources must have knowledge of and involvement in the review.
- 20.12 Flexible working arrangements may be terminated upon reasonable notice by either management or the employee subject to consideration of the impact of terminating the agreement on all effected employees, service to customers and operational requirements.

## 21 Part Time Employment

- 21.1 The part time employment provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 21.2 A part time employee may work a maximum amount of hours at ordinary time, as prescribed by subclauses 16.2 and 16.3 of this Agreement.
- 21.3 A part time employee may work more than their regular number of hours at their ordinary hourly rate by agreement.
- 21.4 Part time employees shall receive all conditions prescribed by the Agreement 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.

## 22 Casual Employment

- 22.1 The casual employment provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 22.2 Casual employees are engaged by the hour on a day to day basis.

- 22.3 The minimum shift for a casual employee is 2 hours.
- 22.4 A casual employee may work a maximum amount of hours at ordinary time, as prescribed by subclauses 16.2 and 16.3 of this Agreement.
- 22.5 A casual employee of Council shall be entitled to a 25 percent loading, calculated on ordinary hourly rate of pay. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid parental leave, prescribed by the Agreement. Casual loading is not payable on overtime.

## 23 Job Share Employment

- 23.1 The job share provisions of the *Local Government (State) Award 2007* shall be read in conjunction with the Agreements Clause 16 and 17, Hours of work and Overtime provisions.

## 24 Junior and Trainee Employment

- 24.1 The junior and trainee employment provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 24.2 An apprenticeship or indentured traineeship under the *Apprenticeship and Traineeship Act 2001* may be established. Council may engage a non-indentured trainee to pursue a relevant course of external study while working for Council.
- 24.3 An apprentice or trainee may perform any duties providing relevant experience in any appropriate aspect of Council activities.
- 24.4 An apprentice or trainee under 18 years of age will not be required to work overtime or shift work unless they so desire.
- 24.5 There is no guarantee of continued employment on completion of an apprenticeship or traineeship.

## 25 Learning and Development

- 25.1 The training and development provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 25.2 Learning and development opportunities will continue to be offered to all employees in order to develop a high performance and flexible workforce achieving increased job satisfaction.
- 25.3 Employees will be encouraged and given the opportunity to acquire additional skills to improve their career opportunities in line with organisational objectives.
- 25.4 Learning and Development will primarily be discussed and identified through the Integrated Performance Development System. The identification of other training needs may occur in accordance with Council's internal policies and processes.

- 25.5 Learning and Development will also be identified through a development plan for employees appointed to Level 1 and Level 2 of the salary range for their role in accordance with the salary system. The development plan will be developed by management in consultation with the employee, with the aim of satisfying selection criteria thereby allowing the employee to progress to Level 3.
- 25.6 Learning and Development may also be identified through meetings held in accordance with the Counselling and Disciplinary Procedure.
- 25.7 Learning and Development initiatives may take various forms, for example, formal training, on the job training, mentoring, secondment to external organisations or within Council.

## 26 Performance Evaluation and Reward

- 26.1 The provisions of the *Local Government (State) Award 2007* and its successors apply.

## 27 Consultative Committees

- 27.1 The parties to the Agreement are committed to a collaborative effective working relationship to enhance workplace efficiency and productivity.
- 27.2 A consultative committee representative of the Council's workforce will be maintained. The committee will include two employees nominated by the USU, one employee nominated by each of DEPA and the LGEA, two staff representatives elected by staff and management representatives nominated by the General Manager. An officer of each union may participate in all committee meetings. The committee shall meet regularly as it determines, but not more often than monthly.
- 27.3 The purposes of the committee are to:
- foster constructive relations 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.

## 28 Appointment and Promotion

- 28.1 Together with clauses 28.2 to 28.7 of this Agreement, the provisions of the *Local Government (State) Award 2007* and its successors apply.
- 28.2 Where a decision on an appointment rests between an internal and external applicant of equal merit, preference will be given to the internal applicant.

### **Probation**

- 28.3 Employment with Council is subject to the satisfactory completion of a probationary period. All new permanent and temporary employees will be employed on a probationary period at the commencement of their employment.

- 28.4 The probationary period shall be for a duration of 3 months, unless a longer period is specified in the letter of appointment, or equivalent having regard to the nature and circumstances of employment. That period shall not be more than 6 months.
- 28.5 A probationary period may be extended at the discretion of Council for a further 3 months where performance concerns exist and / or further time is required to assess the probationary employee's suitability. A probationary period may only be extended when that right is specified in the letter of offer.
- 28.6 An employee will be notified in writing of the extension of their probationary period, including reasons for such extension.
- 28.7 The employee's performance will be assessed throughout the probationary period and they will be given feedback about their performance.

## **29 Term Contracts**

- 29.1 The provisions of the *Local Government (State) Award 2007* will not be enforced during the currency of this Agreement.

## **30 Grievance and Dispute Procedures**

- 30.1 The provisions of the *Local Government (State) Award 2007* and its successors apply.

## **31 Disciplinary Procedures**

- 31.1 The provisions of the *Local Government (State) Award 2007* and its successors apply.

## **32 Occupational Health and Safety**

- 32.1 The provisions of the *Local Government (State) Award 2007* and its successors apply.

## **33 Termination of Employment**

- 33.1 The provisions of the *Local Government (State) Award 2007* and its successors apply.

## **34 Workplace Change and Redundancy**

- 34.1 The workplace change and redundancy provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.

### **Council's duty to notify**

- 34.2 Where Council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, Council shall notify the employees who

may be affected by the proposed changes and the unions to which they belong.

- 34.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### **Council's duty to discuss change**

- 34.4 Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclauses 34.2 and 34.3 of this Agreement, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.
- 34.5 The discussion shall commence as early as practicable after a definite decision has been made Council to make the changes referred to in subclauses 34.2 and 34.3 of this Agreement.
- 34.6 For the purposes of the discussion, Council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

#### **Discussion before termination**

- 34.7 Where Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause 34.2 and 34.3 of this Agreement and that decision may lead to the termination of that contract of employment, Council shall hold discussions with the employee directly effected and with the union to which they belong.
- 34.8 The discussion shall take place as soon as it is practicable after Council has made a definite decision which shall invoke the provision of sub-clause 34.8 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, employee election to be placed in Council's redeployment pool, recruitment advice, the payment of relocation allowances, provision of additional notice and access to an employee assistance program.
- 34.9 For the purposes of the discussion, Council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that Council shall not be required to disclose confidential information the disclosure of which would adversely affect Council.

#### **Redeployment**

- 34.10 An employee may elect to participate in Council's redeployment program when an employee's appointed position has been made redundant by Council.
- 34.11 An employee may participate in the redeployment program for up to a 12 month period. If, at the conclusion of the 12 month period the employee has not been successfully redeployed, their employment will be terminated and they are entitled to redundancy. Where an employee is placed on project work while on redeployment, their placement in the redeployment pool may be extended by the equivalent period, to a maximum of 12 months, if that project work does not meaningfully contribute towards the development of the employee.
- 34.12 Redeployment should be to a comparable position. Comparable position means a position of comparable skills, accountability and salary point.
- 34.13 An employee may be redeployed to a position at a lower Salary Point, if the employee agrees, as an alternative to redundancy. The employee will retain their 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, provided that an employee who commenced prior to 17 April 1998 will retain their existing rate and be entitled to increases flowing from this Agreement without reverting to the rate of pay for the new position.
- 34.14 While an employee is being considered for redeployment, the employee may request redundancy.
- 34.15 Employees who are redeployed as an alternative to redundancy have no subsequent entitlement to redundancy in respect of the position which they have originally held.
- 34.16 Council may terminate an employee on the basis of redundancy where an employee in Council's redeployment program:
- refuses to actively participate in a redeployment process, or
  - rejects redeployment to a comparable position.

#### **Employee obligations**

- 34.17 Employees placed in Council's redeployment program must:
- participate in the development of a structured plan;
  - be flexible and responsive to changing working situations;
  - be cooperative and assist their career transition efforts;
  - be willing to consider all available options including, internal transfer, trial work placements and retraining; and
  - take responsibility for their own career management and actively pursue alternative employment opportunities. When referred for positions, there is an expectation that employees will prepare for the interview, familiarise themselves with the role and function and present in a positive and professional manner.

#### **Employer obligations**

- 34.18 Council has the following obligations to employees in Council's redeployment program:
- liaise with employees in developing their redeployment plan;
  - assisting employees to identify alternative job placement opportunities;

- managing the job matching and referral process for redeployees;
- assessing validity of job placement and negotiating placement outcomes;
- assessing and recommending provision of career transition training, counselling, and other support services; and
- will not terminate the employee where the redeployment plan has not been complied with.

### **Redundancy**

- 34.19 Council may offer an employee or seek expressions of interest for voluntary redundancy where the position or positions are no longer required by Council.
- 34.20 Council reserves the right to refuse an employee voluntary redundancy where the expressions of interest exceed the positions to be reduced or where Council needs 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.
- 34.21 Where a redundancy is offered and accepted, the date of termination will be determined by Council in accordance with operational requirements. The employee will be provided four weeks notice or payment in lieu of notice. An employee aged over 45 with five or more years service will be entitled to five weeks notice or payment in lieu.
- 34.22 Temporary, casual and fixed term employees, apprentices and trainees are not eligible for redundancy.
- 34.23 An employee will be provided in writing confirmation that their employment has ceased on the grounds of redundancy.
- 34.24 Where Council and the employee agree on a termination date, payment will be made to that date.

### **Severance pay**

- 34.25 Council shall be exempt from the payment of severance pay where the employee concerned has been offered, but has refused to accept, an alternative position within Council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- 34.26 Severance pay is three weeks pay per year of service with a maximum of 42 weeks. Service is continuous service with Council as the employer, and is calculated in years and weeks.
- 34.27 An employee made redundant, except an employee terminated by Council in accordance with Subclause 34.17 , will be entitled to the following additional payment:
- less than 1 year's 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.

### **Leave payments**

- 34.28 Payment of accrued and pro rata annual and long service leave will be made in accordance with the Agreement, and payment of sick leave for eligible employees in accordance with Council's policy.



- 34.29 Council will allow up to one day per week paid time off during the notice period to seek alternative employment and if requested, one outplacement and one financial planning counselling session by a provider of the employee's choice at Council's expense.

## **35 Competitive Tendering**

- 35.1 The provisions of the *Local Government (State) Award 2007* and its successors apply.

## **36 Council Agreements**

- 36.1 The provisions of the Local Government (State) Award 2007 and its successors apply.

## **37 Award Implementation Committee**

- 37.1 The provisions of the Local Government (State) Award 2007 and its successors apply.

## **38 Savings and Transitional**

- 38.1 The savings and transitional provisions of the *Local Government (State) Award 2007* and its successors are wholly replaced and substituted by the provisions of the Agreement.
- 38.2 The Agreement recognises the Appendix A and B of the former *Newcastle City Council Award 2006* at Schedule 2 and 3 of this Agreement.

## **39 Leave Reserved**

- 39.1 Together with subclause 39.2 and 39.3 of the Agreement the provisions of the *Local Government (State) Award 2007* and its successors apply.
- 39.2 Leave is reserved for the parties to the Agreement to apply to vary Clause 19 F Paid parental leave.
- 39.3 Leave is reserved for the parties to the Agreement to apply to vary Clause 7 Salary System.
- 39.4 Leave is reserved for the parties to the Agreement to apply to vary Clause 19 Annual leave loading.
- 39.5 Leave is reserved for the parties to the Agreement to apply to vary Schedule 1 to include or remove Council Agreements.

## **40 Area, Incidence and Duration**

- 40.1 The area, incidence and duration provisions of the *Local Government (State) Award 2007* 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.

- 40.2 The Agreement shall be binding on the parties and all employees of Council save and except for those employees covered by the *Entertainment and Broadcasting Industry - Live Theatre and Concert Award 1998* and Senior Staff as defined in the *Local Government Act 1993*.
- 40.3 This Agreement shall rescind and replace the *Newcastle City Council Award 2006* and former Local Area Workplace Agreements (LAWA) and all variations thereof, save and except for the Waste Collections LAWA.
- 40.4 This Agreement shall operate from the commencement of the first pay period on or after 1 July 2010 and shall remain in force for a period of three years.
- 40.5 It is the parties' intention to commence negotiations for a further enterprise agreement between 6 to 12 months prior to the nominal expiry of this Agreement. The terms and conditions of this Agreement shall continue to apply until a new agreement is made.

## 41 Signatories

Signed for and on behalf of  
**NEWCASTLE CITY COUNCIL** by its  
General Manager in the presence of: .....

(General Manager)

.....  
(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.....

**Part B****Monetary Rates**

Table 1 – Rates of pay

<b>Salary Point</b>	<b>Effective F.F.P.P 1 July 2010</b>
24	3,015.10
23	2,745.50
22	2,507.80
21	2,298.40
20	2,113.70
19	1,950.10
18	1,804.40
17	1,675.20
16	1,560.80
15	1,453.70
14	1,359.00
13	1,275.90
12	1,201.50
11	1,136.30
10	1,078.80
9	1,033.30
8	992.20
7	955.60
6	922.40
5	894.40
4	870.30
3	848.80
2	831.10
1	814.90

## Trainees and Apprentices

Pay Point	% of Pay Point 7	Effective F.F.P.P. 1 July 2010 \$ per week	Employment Categories
T (i)	50%	477.80	Apprentice Year 1 Trainee – School Certificate Year 1
T (ii)	60%	573.40	Apprentice Year 2 Trainee – School Certificate Year 2
T (iii)	70%	668.90	Apprentice Year 3 Trainee – School Certificate Year 3 Trainee – High School Certificate Year 1
T (iv)	80%	764.50	Apprentice Year 4 Trainee – School Certificate Year 4 Trainee – High School Certificate Year 2
T (v)	85 %	812.30	Trainee – High School Certificate Year 3
T (vi)	90%	860.00	Trainee – High School Certificate Year 4
T (vii)	95%	907.80	Trainee – High School Certificate Year 5
T (viii)	100%	955.60	Trainee – High School Certificate Year 6

**Note:**

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

**Table 2 – Allowances**

	<b>Frequency</b>	<b>Effective F.F.P.P. 1 July 2010 \$ per week</b>
<b>Clause 13.3, Private Vehicle use</b>	Per kilometre	
Vehicle less than 2.5 litres		0.64
Vehicle 2.5 litres and over		0.73
<b>Clause 13.10, Follow the job</b>	Per day	6.06
<b>Clause 13.14, Tool allowance</b>	Per week	
Carpenter / Plumber		26.15
Motor Mechanic / Mechanical Fitter		26.15
Bricklayer / Plaster		18.79
Blacksmith		20.77
Painter / Sign writer		6.77
Refrigeration Mechanic / Locksmith		26.15
<b>Value of tools</b>		1294.05
<b>Clause 13.17, Special Conditions Allowance</b>		
Asphaltic concrete	Per day	6.02
Oxy Viva	Per day	1.33
First-Aid	Per week	11.08
<b>Emergency Wardens Allowance</b>	Per day	
Chief Warden		3.15
Deputy Warden		2.66
Warden		2.17
<b>Clause 13.18, Work Area Allowance</b>	Per week	
Bricklayers		6.06
Carpenters		6.06
Painters and Signwriters		1.52
Plumbers		14.46
Urban Trees		12.08
Pest and Weed		18.14
Street & Gutter – Broom Operators Day		9.03
Street & Gutter – Eductor		18.14
Street & Gutter – Field Workers		9.03
Classified Roads – Field Workers		6.06
Classified Roads – Motor Vehicle Driver		6.06
Rapid Response Unit		6.06
Fleet Operations – Trades, Labourers		6.06
Fleet Operations – Motor Vehicle Driver		12.08
Road Maintenance – Field Workers		3.03
Road Maintenance – Motor Vehicle Driver		1.52
Road Maintenance – Plant Operator		1.52
Road Construction – Field Workers		1.52
Road Construction – Motor Vehicle Driver		6.06
Road Construction – Plant Operator		6.06
Parks Maintenance – Plant Operator		6.06
Parks Maintenance – Field Workers		6.06
<b>Clause 13.19, Confined Space Allowance</b>		

	<b>Frequency</b>	<b>Effective F.F.P.P. 1 July 2010 \$ per week</b>
	Minimum Per hour	2.26 0.53
<b>Clause 13.21, Shift Allowances</b> 2 or 3 Shift Allowance Early Morning Shift Allowance Broken Shift Allowance	Per day	18.69 7.81 13.24
<b>Schedule 2, Computer Services Staff</b>	Per Shift	18.69
<b>Schedule 2, Cleaners</b>	Per shift	7.84
<b>Schedule 2 Cleaners</b>	Per day	13.24
<b>Schedule 2, Parking Station Employees</b>	Per shift	18.69
<b>Schedule 2, Ordinary Hours, rostered shift finishing after 6.30pm and at or before midnight</b>	Per shift	18.69
<b>Clause 13.13, Meal Allowance</b>		8.22
<b>Clause 13.7, On Call Allowance</b>	Per week	143.42
<b>Clause 13.20, Civil liability allowance</b>		3.5%

## **Schedule 1 - Council Agreements**

- a) Beresfield Child Care Centre Council Agreement
- b) Summerhill Waste Management Centre – Caretaker Council Agreement
- c) Summerhill Waste Management Centre – Site Operation Council Agreement





The City of  
**Newcastle**

**BERESFIELD CHILD CARE CENTRE  
COUNCIL AGREEMENT  
2010 - 2013**

## 1 Title

- 1.1 This agreement shall be known as the Beresfield Child Care Centre 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	Duress
7	Accrual of Roster Days
8	Signatories to The Agreement

## 3 Definitions

**'Council'** means Newcastle City Council.

**'Union'** means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (**"United Services Union"**).

**'Employee'** means an employee of Beresfield Child Care Centre that provides child care services. All references to an 'employee' includes the plural.

## 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 36 of the Local Government (State) Award 2007* and shall apply to the parties and employees. The Agreement shall commence on 1 July 2010 and shall operate for a period of three years.
- 5.2 The Agreement will prevail over the provisions of the *City of Newcastle wEnterprise Agreement 2010* and Council's 19 Day Month Policy, to the extent of any inconsistency.

## 6 Duress

- 6.1 The parties to this Agreement declare that they have freely and willingly entered into all terms of this Agreement without duress.

## 7 Accrual of Roster Days

7.1 The parties agree that the following provisions substitute for Clause 6.9 of the 19 Day Month Policy concerning the accumulation of roster days.

7.1.1 Employees covered by this Agreement may accumulate roster days pursuant to operational requirements.

7.1.2 Accumulated roster days may be taken at a mutually convenient period during non peak times, provided that any outstanding accumulation must be taken in the Christmas / New Year vacation period.

7.1.3 The accumulation and taking of rostered days will be managed by the Director, Beresfield Child Care Centre or their nominee.

## 8 Signatories to the Agreement

8.1 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 )  
General Manager in the presence of: )

.....  
(General Manager)

.....  
(Witness)

Date.....

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

.....  
(General Secretary)

.....  
(Witness)

Date.....



The City of  
**Newcastle**

**SUMMERHILL WASTE MANAGEMENT  
CENTRE  
CARETAKER COUNCIL AGREEMENT  
2010 - 2013**

## 1 Title

- 1.1 This agreement shall be known as the Summerhill Waste Management Centre Caretaker 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	Duress
7	Residential Tenancy Agreement
8	Overtime and Penalty Rates
9	Responsibilities and Duties of the Employee
10	Termination
11	Signatories to the Agreement

## 3 Definitions

**'Council'** means Newcastle City Council.

**'Union'** means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (**'United Services Union'**).

**'Employee'** means Mr Bradley Wood, in his capacity as Caretaker of Summerhill Waste Management Centre.

**'Substantive position'** means Site Coordinator.

## 4 Parties

- 4.1 The parties to the Agreement are Council and the Union, on behalf of the employee.

## 5 Operation

- 5.1 This Agreement is made pursuant to *Clause 36* of the *Local Government (State) Award 2006* and shall be binding on the parties. The Agreement shall commence on 1 July 2010 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 2010* to the extent of any inconsistency.

## 6 Duress

- 6.1 The parties to this Agreement declare that they have freely and willingly entered into all terms of this Agreement without duress.

## 7 Residential Tenancy Agreement

- 7.1 The employee may occupy the Caretakers Cottage at Summerhill Waste Management Centre off Minmi Road, WALLSEND NSW 2287 subject to the terms of the Residential Tenancy Agreement (**Annexure A**) and discharge the duties and functions specified at Clause 9.
- 7.2 In addition to the terms of the Residential Tenancy Agreement, Council is liable for the telephone rental at Summerhill Cottage and shall reimburse the employee for outgoing telephone calls where such calls are recorded and connected to the employees duties.

## 8 Overtime and Penalty Rates

- 8.1 The parties agree that the provisions of this Agreement substitute for the overtime and penalty rate provisions provided by the *City of Newcastle Enterprise Agreement 2010*.
- 8.2 If the employee is required to perform duties, other than those referred to in Clause 9, outside of normal working hours for his substantive position, he will be entitled to overtime as prescribed by the *City of Newcastle Enterprise Agreement 2010*.

## 9 Responsibilities and Duties of the Employee

- 9.1 The responsibilities and duties of the Employee are as follows:
  - 9.1.1 Maintain electronic security and access systems in accordance with operational requirements.
  - 9.1.2 Liaise with security patrols and emergency services as and when necessary.
  - 9.1.3 Determine the level of priority for and co-ordinate an adequate response for site incidents in accordance with level of responsibility, accountability and authority.
  - 9.1.4 Maintain a diary to record the details of all incidents.

## 10 Termination

- 10.1 The Agreement may be terminated prior to the nominal expiry date by way of any of the following:
  - 10.1.1 Written agreement between the parties;
  - 10.1.2 Where the employee does not maintain his employment in his substantive position or other position as agreed; and
  - 10.1.3 In accordance with Clause 31 Disciplinary Procedures and Clause 33 Termination of Employment of the *City of Newcastle Enterprise Agreement 2010*.

## 11 Signatories to the Agreement

- 11.1 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 )  
General Manager in the presence of: )

.....  
(General Manager)

.....  
(Witness)

Date.....

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

.....  
(General Secretary)

.....  
(Witness)

Date.....



**SUMMERHILL WASTE MANAGEMENT  
CENTRE**

**SITE OPERATION COUNCIL AGREEMENT**

**2010 - 2013**



## 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	Duress
7	Meal Breaks
8	Work Rosters
9	Duties and Operating Procedures
10	Site Conditions and Site Condition Allowance
11	Signatories to the Agreement

## 3 Definitions

**'Council'** means Newcastle City Council.

**'Union'** means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (**'United Services Union'**).

**'Emergency'** means a sudden, urgent, usually unexpected occurrence or occasion requiring immediate action.

**'Employee'** means a person employed in the position of Operator/Driver, relief Operator/Driver, or Site Controller at Summerhill Waste Management Centre. All references to the Employee includes the plural.

**'Waste Management Centre'** means the Summerhill Waste Management Centre.

## 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 36 of the *Local Government (State) Award 2007* and shall be binding on the parties and employees. The Agreement shall commence on 1 July 2010 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 2010* to the extent of any inconsistency.

## 6 Duress

- 6.1 The parties to this Agreement declare that they have freely and willingly entered into all terms of this Agreement without duress.

## 7 Meal Breaks

- 7.1 The parties agree that the following provisions substitute for the meal break provisions of the *City of Newcastle Enterprise Agreement 2010*.
  - 7.1.1 An unpaid meal break of 30 minutes will be given and taken within the first five hours of continuous work.
  - 7.1.2 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.
  - 7.1.3 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.

## 8 Work Rosters

- 8.1 The parties agree that the following provisions substitute for the on call arrangements of the *City of Newcastle Enterprise Agreement 2010*.
  - 8.1.1 The Waste Management Centre will operate using a rotating roster for working hours to maximise utilisation of plant and operating hours of the centre.
  - 8.1.2 The employee agrees to participate in an 'on- call' roster to deal with after hours emergencies at the site.
  - 8.1.3 When 'on call' an employee is required to respond to call outs and perform duties relating to an emergency.
  - 8.1.4 Participation in the 'on call' roster will require an Employee to be available one week in three, or other period by agreement.
  - 8.1.5 During the week the employee is 'on call' they are required to be available outside of rostered hours.

## **9 Duties and Operating Procedures**

- 9.1 Council may direct an employee to carry out such duties as are within the limits of the employees skill, competence and/or experience. An Employee may be required by Council to perform duties that extend beyond those identified in their position description.

## **10 Site Conditions and Site Condition Allowance**

- 10.1 An employee may be required to work in conditions which may at times be excessively wet and / or dirty and / or dealing with obnoxious materials.
- 10.2 An Employee will be paid a site conditions allowance on each day worked including long weekends, and public holidays but excluding call back emergency work. The site condition allowance does not form part of an employee's ordinary pay.
- 10.3 This allowance compensates for the additional conditions referred to in this Agreement.
- 10.4 At the commencement of the Agreement the site conditions allowance will be \$9.60.
- 10.5 Where the employee is required to work in conditions referred to clause 10.1 (and not the remaining conditions associated with the site conditions allowance) the employee will receive a \$3.20 allowance.
- 10.6 An employee may not receive both allowances referred to in this part.
- 10.7 The allowances will be indexed annually in accordance with the percentage increase in the City of Newcastle Enterprise Agreement 2010.

## 11 Signatories to the Agreement

11.1 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 )  
General Manager in the presence of: )

.....  
(General Manager)

.....  
(Witness)

Date.....

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

.....  
(General Secretary)

.....  
(Witness)

Date.....

## **Schedule 2 - Hours of work, continuing arrangements**

This is Appendix A of the former *Newcastle City Council Award 2006*.

- (i) Animal Control Officers, Ordinance Officers, Rangers - The ordinary working hours shall not exceed 76 per fortnight including Saturday, Sunday and public holidays as rostered in shifts of not more than seven and three-fifths hours per day; provided that the employee shall be allowed off two full days each week.
- (ii) Beach Inspectors - The ordinary working hours shall not exceed thirty-eight per week to be worked in five shifts, which shall include Saturday and Sunday as rostered.
- (iii) Computer Services Staff - Computer Services Staff who are required to work an ordinary hours rostered shift finishing after 6.30pm and at or before midnight, Monday to Friday excluding public holidays, or a shift finishing subsequent to midnight and at or before 8.00am Monday to Friday inclusive, except public holidays, shall be paid an allowance as set out in Item 43 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, for each shift worked.
- (iv) Curators - The ordinary working hours shall be thirty-eight per week, including Saturday, Sunday and public holidays as rostered; provided that the employee shall be allowed one full day off each week.
- (v) Cleaners -
  - (a) The ordinary working hours shall not exceed thirty-eight per week, to be worked between the hours of 4.00am and 7.00pm on Monday to Friday, inclusive, with a half hour for a meal.
  - (b) Cleaners required to work an ordinary-hours rostered shift commencing at or after 4.00am and before 5.30am Monday to Friday, excluding public holidays, shall be paid an allowance as set out in Item 44 of the said Table 3 for each shift worked.
  - (c) Cleaners required to perform a rostered daily shift in two parts shall be paid an allowance per day as set out in Item 45 of Table 3, Monday to Friday, excluding public holidays, on each day the rostered shift is performed in two parts.
- (vi) Chauffeurs - The ordinary working hours shall be thirty-eight per week, Monday to Saturday, as required.
- (vii) Commissionaires - The ordinary working hours shall be thirty-eight per week, to be worked on Monday to Saturday as rostered in shifts of not more than seven and three-fifths hours per day.
- (viii) Garbage and Street Cleaning Supervisors - The ordinary working hours of the garbage and street cleansing service supervisors shall be thirty-eight per week, to be worked not more than seven and three-fifths hours per day between the spread of hours of 5.00am and 5.30pm Monday to Friday, inclusive.
- (ix) Library Employees - The ordinary working hours for library employees working shift work shall not be more than thirty-five per week, to be worked in accordance with a regular roster between the hours of 8.00am and 9.00pm Monday to Friday, inclusive and 8.00am and 5.00pm Saturday, in straight shifts not exceeding eight consecutive hours inclusive of a meal break of one hour.
- (x) Motor Vehicle Drivers, Street Sweeping and/or Flushing - The ordinary working hours shall not exceed thirty-eight per week, to be worked between the hours of 11.00pm

and 8.00am on weekdays. Employees so working shall be entitled to the relevant shift work allowance applicable to a two or three shift worker.

- (xi) Parking Station Employees:-
  - (a) The ordinary hours of Parking Station Attendants other than those engaged on shift work shall be thirty-eight per week to be worked not more than seven and three-fifths hours per day, Monday to Saturday, between the spread of hours of 6.30am and 8.30pm Monday to Friday and 6.30am and 1.30pm on Saturdays. Attendants required to work an ordinary hours rostered shift finishing after 6.30pm, Monday to Friday inclusive, excluding public holidays, shall be paid an allowance as set out in Item 46 of Table 3 for each shift worked.
  - (b) The ordinary working hours for Parking Station Attendants working shift work shall be 38 per week to be worked not more than seven and three-fifths hours per day between a spread of hours commencing at 6.30 am each day (except Sunday) and extending to 1.30am the following morning. Employees working a roster in accordance with this paragraph will be considered to be two shift workers and entitled to the relevant shift work allowance.
- (xii) Pool Employees - The ordinary working hours shall not exceed seventy six per fortnight, to be worked as rostered, Monday to Sunday, including public holidays; provided that at least two (2) days are allowed off each fortnight.
- (xiii) Scavengers and Drivers, Day Work - The ordinary working hours shall be thirty-eight per week, to be worked not more than seven and three fifths hours per day between the spread of hours of 5.00am and 5.30pm Monday to Friday, inclusive.
- (xiv) An employee engaged in any classifications appearing in subclauses (v), (vi), (vii), (ix), (xi) and (xii) of this Appendix, required to work an ordinary-hours rostered shift finishing after 6.30pm and at or before midnight, Monday to Friday, excluding public holidays, shall be paid an allowance as set out in Item 47 of Table 3 for each such shift worked.

## **Schedule 3 – Skills / Qualifications allowances**

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

1. Municipal Employees' Newcastle (Wages Division) Award published 8 November 1989 (258 I.G. 365), as varied - clause 7 Extra Allowances.
  - (i) Sub Clause (v) regarding Electrical Fitter/Mechanic.
  - (ii) Sub Clause (vi) regarding driving vehicles to which equipment is attached.
  - (iii) Sub Clause (xxiv) regarding Gardeners and etc, holding Horticultural Certificates and Greenkeeping Course qualifications.
  - (iv) Sub Clause (xxv) regarding employees using oxy-viva resuscitation units.
  - (v) Sub Clause (xxvi) regarding Plumbers' Registration Certificate.
  - (vi) Sub Clause (xxvii) regarding Beach Inspectors and Pool Attendants in possession of a First Aid Certificate.
  - (vii) Sub Clause (xxviii) regarding Plant Operator Field Service and Adjustment Allowance.
  - (viii) Sub Clause (xxx) regarding Power Boat Allowance for Beach Inspectors.
  - (ix) Sub Clause (xxxi) regarding Crane Chaser's Allowance.
  - (x) Sub Clause (xxxii) regarding Crane Driver's Allowance.
  - (xi) Sub Clause (xxxiii) regarding LPG Allowance for Plumbers.
2. 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.
3. 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.